

HEARING DATE AND TIME: March 1, 2012 at 9:45 a.m. (Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**MOTORS LIQUIDATION COMPANY GUC TRUST'S
REPLY TO RESPONSES TO THE 83rd OMNIBUS OBJECTION
TO CLAIMS (WELFARE BENEFITS CLAIMS OF RETIRED
AND FORMER SALARIED AND EXECUTIVE EMPLOYEES)**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”)¹ in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time), files this reply (the “**Reply**”) to the Responses (defined below) interposed to the 83rd Omnibus Objections to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (ECF No. 6740) (the “**Omnibus Objection**”), and respectfully represents:

Preliminary Statement

1. On August 20, 2010, the Debtors filed the Omnibus Objection. The Omnibus Objection seeks the disallowance and expungement of certain compensation and welfare benefits claims of retired and former salaried and executive employees of the Debtors on the basis that such claims (a) are related to unvested welfare benefits that were capable of being modified or terminated by the Debtors at will pursuant to the terms of the operative documents governing such welfare benefits, and were modified or terminated in accordance with such operative documents, and (b) to the extent modified, have otherwise been assumed by New GM² pursuant to the terms of the Master Purchase Agreement and, as described in the Omnibus Objection, are not the responsibility of the Debtors or the GUC Trust and therefore should be disallowed and expunged from the claims register.

¹ The Debtors are Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”), MLCS, LLC (f/k/a Saturn, LLC), MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation), MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.), Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Omnibus Objection.

2. Responses to the Omnibus Objection were due by September 17, 2010 at 4:00 p.m.. The responses listed on Annex “A” hereto and described further herein were filed with respect to the Omnibus Objection (collectively, the “**Responses**”) by Alfred McMullen, Darlene M. Schneider, Robert R. Hickman, and Linda K. Bellaire (individually, a “**Responding Party**” and collectively, the “**Responding Parties**”) relating to their individual claims (the “**Claims**”).

3. The Responses are generally not substantive, but are critical of the reduction or termination of welfare benefits provided to retired and former salaried and executive employees of the Debtors. After reviewing the Responses, the GUC Trust³ respectfully reiterates the Debtors’ position in the Omnibus Objection, and submits that the Responding Parties have failed to provide any legal or factual support for the Claims. Notwithstanding the Responding Parties’ opposition, the Responses should be dismissed because (i) the Debtors had a right to amend or terminate the employee welfare benefit plans (the “**Welfare Benefits Plans**”) providing medical, dental, vision, and life insurance benefits (the “**Welfare Benefits**”), including those on which the Claims are based, without further liability, and in all relevant instances did so, and (ii) New GM otherwise assumed Welfare Benefits as they existed on the Commencement Date and continues to provide Welfare Benefits as modified prior to their assumption by New GM, and consequently the Debtors and the GUC Trust have no liability for the Claims. Accordingly, the GUC Trust files this Reply in support of the Omnibus Objection and respectfully requests that the Claims be disallowed and expunged from the claims register.

³ While the Omnibus Objection was filed by the Debtors, this Reply is being filed by the GUC Trust because, pursuant to the Plan, the GUC Trust now has the exclusive authority to prosecute and resolve objections to Disputed General Unsecured Claims (as defined in the Plan).

4. The Debtors and the GUC Trust are, of course, sympathetic with the impact that the financial problems of the Debtors have had on the Responding Parties' welfare benefits. However, in view of the Debtors' liquidation and under applicable law, there should be no other outcome.

The Claims Should Be Disallowed and Expunged

5. The Responding Parties have failed to demonstrate the validity of their Claims and, thus, the Claims should be disallowed and expunged. *See, e.g., In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff'd*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010) (claimant has burden to demonstrate validity of claim when objection is asserted refuting claim's essential allegations).

**(A) The Claims Should Be Disallowed
As Debtors Had Right to Amend or Terminate Each Welfare Benefit Plan**

6. In their Responses, the Responding Parties have not demonstrated that the Debtors were bound by any legal or contractual requirement to continue to provide them, or other retired and former salaried and executive employees, with the Welfare Benefits on a permanent basis. The Omnibus Objection explains that the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), comprehensively regulates employer-provided welfare benefit plans, and that ERISA does not require an employer to provide or to vest welfare benefits. Welfare benefits provided under the terms of a welfare benefit plan may therefore be reduced or forfeited in accordance with the terms of the applicable welfare benefit plan. 29 U.S.C. § 1051(1); *see Moore v. Metro. Life Ins. Co.*, 856 F.2d 488, 491 (2d Cir. 1988); *Sprague v. Gen. Motors Corp.*, 133 F.3d 388, 400 (6th Cir. 1998).

7. In addressing claims similar to the Responding Parties' Claims, the Sixth Circuit has noted that welfare plans such as the Welfare Benefit Plans are specifically exempted

from vesting requirements (to which pension plans are subject) under ERISA, and accordingly, employers “*are generally free under ERISA, for any reason at any time, to adopt, modify or terminate welfare plans.*” *Curtiss-Wright Corp. v. Schoonejongen*, 514 U.S. 73, 78 (1995) (emphasis added) (citing *Adams v. Avondale Indus., Inc.*, 905 F.2d 943, 947 (6th Cir. 1990)). As noted in the Omnibus Objection, however, the Sixth Circuit has recognized that once welfare benefits are vested, they are rendered forever unalterable.

8. Thus, the Responding Parties bear the burden of showing that the Debtors intended to vest Welfare Benefits provided by the Welfare Benefits Plans, and did *in fact* vest the Welfare Benefits, such that each Responding Party has a contractual right to the perpetual continuation of their Welfare Benefits at a contractually specified level.

9. In their Responses, the Responding Parties have not provided any evidence that contradicts the Debtors’ common practice of advising participants of the Welfare Benefits Plans of the Debtors’ right to amend or terminate the Welfare Benefits at any time. Moreover, the Responding Parties have not provided any evidence of a separate, affirmative contractual obligation on the part of the Debtors to continue to provide the Welfare Benefits specifically to the Responding Parties. Therefore, the Debtors and the GUC Trust do not have any liability with respect to the reduction in or discontinuation of the Welfare Benefits.

(B) Ongoing Benefits Have Been Assumed by New GM

10. On the Closing Date, New GM completed its purchase of certain assets in accordance with the Master Purchase Agreement. Pursuant to Section 6.17(e) of the Master Purchase Agreement (*Assumption of Certain Parent Employee Benefit Plans and Policies*), New GM assumed the plans specified in a disclosure schedule, and the Welfare Benefit Plans are set forth on that schedule. New GM assumed the obligation to provide the Welfare Benefits to the extent required to be provided under the terms of the applicable Welfare Benefits Plan in effect

on the Closing Date, including both responsibility for all claims incurred prior to the Closing Date and all future claims properly payable pursuant to the terms of the applicable Welfare Benefit Plan in effect when such claims are incurred. Therefore, the Debtors and the GUC Trust do not have any liability with respect to Welfare Benefits that have been assumed by New GM, and the Responding Parties have not provided any credible factual or legal basis to suggest otherwise.

The Responses

(A) Claim No. 30614: Alfred McMullen (the “McMullen Claim”)

11. On September 17, 2010, a response was filed on behalf of Alfred McMullen (the “**McMullen Response**”), stating opposition to the relief sought in the Omnibus Objection with respect to the McMullen Claim. (*See* Proof of Claim and McMullen Response at **Exhibit 1** attached hereto). In the McMullen Response, Mr. McMullen opposes the disallowance and expungement of the McMullen Claim on the basis that such a course of action contradicts the way in which welfare benefits were presented to Mr. McMullen by General Motors Corporation when granted. Alternatively, Mr. McMullen argues that it would be a breach of good faith to reduce, modify or eliminate welfare benefits if such a right was not specifically explained to Mr. McMullen at the time such benefits were granted. No additional documentation is provided in either the McMullen Claim or the McMullen Response to support these assertions. Further, the GUC Trust is not aware of any documentation or facts supporting the McMullen Claim.

12. The McMullen Response further asserts that Mr. McMullen should have received similar treatment with respect to his Welfare Benefits as hourly employees represented by The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“**UAW**”). The assumption by New GM of modified collective bargaining

agreements dictates New GM's obligations on account of UAW Welfare Benefits. There is no statutory obligation under ERISA or otherwise to treat employees of the same. Moreover, New GM is a different entity than the Debtors, and New GM made its own decisions as to the desired level of Welfare Benefits for particular employees.

13. The McMullen Response asserts that welfare benefits were generally presented to Mr. McMullen in a way that differed from the plan documents. Mr. McMullen provides no support for this assertion, and the GUC Trust is not aware of any facts or documents to support Mr. McMullen's position. The Debtors clearly and unambiguously reserved their right to amend or terminate Mr. McMullen's welfare benefits both in the plan documents and in the summary plan descriptions of the welfare benefit plans provided and made available to Mr. McMullen both during his employment period and regularly after he retired. Paragraph 11 of the Omnibus Objection explains that welfare benefits provided under the terms of a welfare benefit plan may be reduced or forfeited in accordance with the terms of the applicable welfare benefits plan, as has occurred with respect to Mr. McMullen's welfare benefits.

14. The McMullen Response further asserts that no evidence has been provided by the Debtors to Mr. McMullen of the fact that Welfare Benefits were indeed reduced, modified or terminated. Modifications to Mr. McMullen's medical benefits were approved by the Board of Directors on July 14, 2008 and went into effect on January 1, 2009. Modifications to Mr. McMullen's life insurance benefits were approved by the Employee Benefits Plans Committee of the Board of Directors (who had been delegated by the Board of Directors to act on its behalf in such matters) on June 17, 2009 and went into effect on August 1, 2009 (as enacted by New GM following its assumption of the life insurance plan). As illustrated by the relevant portion of the transcript of the Motors Liquidation Company hearing of January 18,

2012 annexed as **Exhibit 2** hereto, this Court has in the past expunged similar claims of former employees based on the Debtors' modification of such plans.

15. The McMullen Response provides no additional support for the McMullen Claim. For the reasons set out above, the Debtors respectfully submit that the McMullen Response should be overruled, and the McMullen Claim should be disallowed and expunged.

(B) Claim Nos. 36256 and 36257: Darlene M. Schneider (the "Schneider Claims")

16. On September 8, 2010, Darlene M. Schneider contacted the Debtors to request an extension of the September 17, 2010 response deadline for the 83rd Omnibus Objection to Claims, which was duly granted. Thereafter, Ms. Schneider provided the Debtors with a Response (the "**Schneider Response**") stating opposition to the relief sought in the Omnibus Objection with respect to the Schneider Claims. (*See* Proofs of Claim and Schneider Response at **Exhibit 3** attached hereto). In the Schneider Response, Ms. Schneider opposes the disallowance and expungement of the Schneider Claims on the basis that such a course of action will leave Ms. Schneider in a vulnerable financial position, and will subject her to undue hardship. Further, Ms. Schneider notes in the Schneider Response that allowing the Schneider Claims would provide funding necessary to provide for alternative income to compensate for her loss, and to support her permanently disabled husband. Ms. Schneider asserts that she relied on communications from officers of General Motors Corporation in planning her career and retirement, and relied on the benefits as a significant component of this retirement planning.

17. The Schneider Response provides no additional documentation to support the Schneider Claims. Further, the GUC Trust is not aware of any documentation or facts supporting the Schneider Claims. For the reasons set out above, the Debtors respectfully submit that the Schneider Response should be overruled, and the Schneider Claims should be disallowed and expunged.

(C) **Claim No. 51346: Robert R. Hickman (the “Hickman Claim”)**

18. On September 8, 2010, Robert R. Hickman contacted the Debtors to request a thirty-day extension to the September 17, 2010 response deadline for the 83rd Omnibus Objection to Claims, which was duly granted. (*See* Proof of Claim at **Exhibit 4** attached hereto). Thereafter, Mr. Hickman did not file a response to the 83rd Omnibus Objection to Claims with respect to the Hickman Claim. On July 18, 2011 at 3:00 p.m., an attorney for the GUC Trust contacted Mr. Hickman by email and by telephone, to confirm whether Mr. Hickman would file a response. To date, no response has been received from Mr. Hickman.

19. The GUC Trust is not aware of any documentation or facts supporting the Hickman Claim. For the reasons set out above, the Debtors respectfully submit that the Hickman Claim should be disallowed and expunged.

(D) **Claim No. 62922: Linda K. Bellaire (the “Bellaire Claim”)**

20. On September 17, 2010, a response (ECF No. 6972) was filed on behalf of Linda K. Bellaire (the “**Bellaire Response**”), stating opposition to the relief sought in the Omnibus Objection with respect to the Bellaire Claim. (*See* Proof of Claim and Bellaire Response at **Exhibit 5** attached hereto).

21. The Bellaire Response argues that welfare benefits were acknowledged by the Debtors in publication 3.GM-H-425G.104, which is the summary plan description of the Welfare Benefit Plans provided to retired GM salaried employees. The publication is entitled “Your Benefits in Retirement Summary Plan Description: A Handbook for Salaried Retirees in the United States,” (“**Summary Plan Description**”).⁴ The Bellaire Response cites one provision of the Summary Plan Description stating circumstances that “may result in disqualification,

⁴ A true and complete copy of the Summary Plan Description will be filed contemporaneously herewith.

ineligibility, denial, loss, offset, suspension, reduction or recovery of benefits.” The circumstances cited include only those that would deny benefits on the basis of an individual participant’s circumstances, not circumstances of the employer. In the Bellaire Response, Ms. Bellaire notes with respect to the cited provisions; “nowhere in the above does bankruptcy preclude denial or loss of these benefits in place at my retirement time.” However, on page 2 of the very same Summary Plan Description, the Debtors clearly reserved their broad right to amend or terminate any of the Welfare Benefits described in the Summary Plan Description, as follows: “General Motors Corporation reserves the right to amend, change, or terminate the Plans and Programs described in this booklet.” The Debtors’ right to amend, change, or terminate such Plans and Programs is without qualification and therefore applies in all cases, including in the case of Debtor’s insolvency or bankruptcy.

22. The Bellaire Response further argues that employee claimants with similar claims had not, as of the date of the Bellaire Response, received objections to proofs of claim they had filed in these chapter 11 cases. The GUC Trust notes that it will continue to review proofs of claim filed in these chapter 11 cases, and to object to such proofs of claim if necessary, however given the number of claims filed in these chapter 11 cases, it cannot guarantee that similarly situated creditors will have their claims handled in the same omnibus objection or at the same hearing. The Debtors believe they have treated all employee and retiree claims fairly and consistently.

23. The Bellaire Response provides no additional support for the Bellaire Claim. The GUC Trust is not aware of any documentation or facts supporting the Bellaire Claim. For the reasons set out above, the Debtors respectfully submit that the McMullen Response should be overruled, and the Bellaire Claim should be disallowed and expunged.

Conclusion

24. Because (i) ERISA recognizes that employers are free to amend or terminate welfare benefits, (ii) no contrary contractual right to vested welfare benefits has been established by the Responding Parties; and (iii) New GM assumed the Welfare Benefit Plans as modified, the Debtors and the GUC Trust have no liability for the Responding Parties' Claims. The GUC Trust reiterates that the Responses have not provided any legal or factual support for the Claims and cannot be afforded prima facie validity under the Bankruptcy Code. Accordingly, the Claims should be disallowed and expunged in their entirety.

25. WHEREFORE, for the reasons set forth above and in the Omnibus Objection, the GUC Trust respectfully requests that the Court grant the relief requested in the Omnibus Objection and such other and further relief as is just.

Dated: New York, New York
February 23, 2012

/s/ Joseph H. Smolinsky
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Annex A

83rd Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)					
No.	Proof of Claim No.	Response Docket No.	Name	Total Claimed	Summary
1.	30614	6968	Alfred H. McMullen	\$215,142.00 (U)	Mr. McMullen's response asserts that the Debtors do not have the right to reduce, modify, or eliminate benefits granted to him by General Motors Corporation due to the way in which such welfare benefits were explained to Mr. McMullen when granted, or alternatively that it would be a breach of good faith to reduce, modify or eliminate welfare benefits if such a right was not specifically explained to Mr. McMullen at the time such benefits were granted. Mr. McMullen further asserts that no evidence has been provided by the Debtors of the fact that welfare benefits were indeed reduced, modified or terminated. Mr. McMullen claims that the treatment of welfare benefit claims by the debtors is inconsistent with the treatment of hourly employees by New GM.
2.	36256	Informal	Darlene M. Schneider	\$182,588.00 (P)	Ms. Schneider's response asserts that expunging her proofs of claim will leave her in a vulnerable financial position and subject her to hardship. Further, Ms. Schneider notes that compensation would provide funding necessary to provide for alternative income to compensate for her loss, and to support her permanently disabled husband. Ms. Schneider asserts that she relied on communications from officers of General Motors Corporation in planning her career and retirement, and relied on the benefits as a significant component of this retirement planning.
3.	51346	Informal	Robert R. Hickman	\$262,716.00 (U)	Mr. Hickman requested and was granted an extension to file an objection, but has not done so.
4.	62922	6972	Linda K. Bellaire	\$241,020.00 (P) \$502,053.00 (U)	Ms. Bellaire's response asserts that welfare benefits were acknowledged by the Debtors in publication

					3.GM-H-425G.104. Ms. Bellaire notes that she was employed by the Debtors for thirty five years prior to her retirement. Ms. Bellaire further notes that other similarly situated claimants have not, as of the date of her response, received objections to their claims.
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Exhibit 1

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One) <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)</p>		<p>Case No 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)</p>
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) ALFRED MCMULLEN</p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim</p>	
<p>Name and address where notices should be sent ALFRED MCMULLEN 4307 CLIFFWOOD CIRCLE AUSTIN TX 78759</p>	<p>Court Claim Number _____ (If known)</p> <p>Filed on <u>11-17-09</u></p>	
<p>Telephone number <u>512 346-9111</u> Email Address <u>beqrbo@z@austin.tx.us (011)</u></p>	<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars</p> <p><input checked="" type="checkbox"/> Check this box if you are the debtor or trustee in this case</p>	
<p>Name and address where payment should be sent (if different from above) <div style="text-align: center;"> FILED - 30614 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG) </div> </p>		<p>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>1 Amount of Claim as of Date Case Filed, June 1, 2009 <u>\$ 142,496</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		<p>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount.</p>
<p>2 Basis for Claim <u>Life insurance loss; health care benefit losses (see attached)</u> (See instruction #2 on reverse side)</p>		<p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()</p> <p style="text-align: center;">Amount entitled to priority</p> <p style="text-align: center;">\$ _____</p> <p style="font-size: small;">*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</p>
<p>3 Last four digits of any number by which creditor identifies debtor <u>6091</u> 3a Debtor may have scheduled account as _____ (See instruction #3a on reverse side)</p>		
<p>4 Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other</p> <p>Describe _____</p> <p>Value of Property \$ _____ Annual Interest Rate % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p>		
<p>6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim</p> <p>7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of 'redacted' on reverse side)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment _____</p>		
<p>Date <u>11-17-09</u></p>	<p>Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p style="text-align: center;"><i>Alfred Ham Mula</i></p>	
		<p>FOR COURT USE ONLY</p>

Attach 1 p. 1
A M<Mullen

Attach 1

Life Insurance

Prior to the bankruptcy filing, salaried retirees had a Basic Life Insurance benefit equal to one year's base salary as of date of retirement. As announced following the bankruptcy filing, effective August 01, 2009, the Company reduced retiree Basic Life Insurance coverage to a maximum of \$10,000. While many retirees continue to pay for Optional and/or Dependent Life Insurance for themselves, their spouse, or their dependents after this date, the amount of the loss in Company-paid life insurance on the retiree should, in our opinion, be claimed as a loss.

Attach 1 p. 2
A Mc Mullen

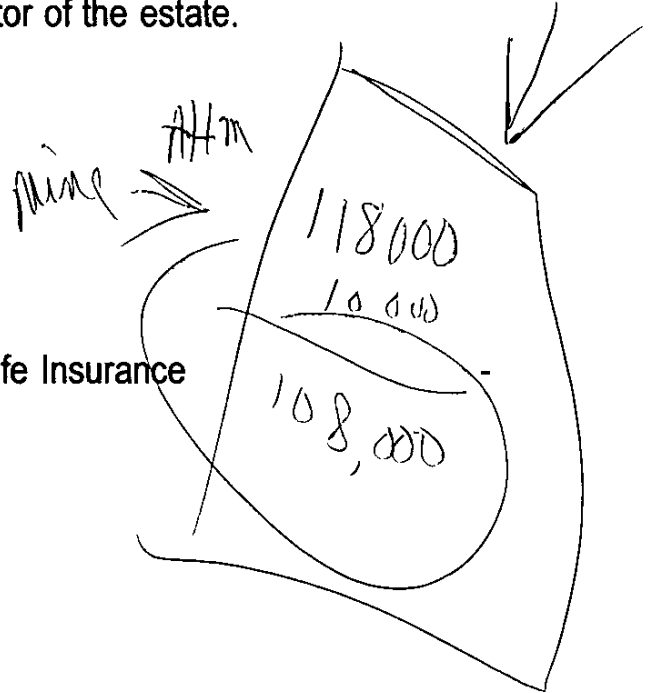
The simplest method to calculate your loss would be to determine the amount of Company-provided Basic Life Insurance in effect prior to the August 1, 2009, reduction. Typically, this would be equivalent to the annualized salary of the employee in effect at the time of retirement. From this amount, simply subtract \$10,000. The difference is the amount that you have lost in the value of your life insurance. If an employee / retiree has died since the implementation of any of these reductions, a claim should be completed by the surviving spouse or the executor of the estate.

Sample Calculation

Annualized Salary at time of retirement
\$65,000

Current amount of Company provided Life Insurance
\$10,000

Value of Lost Life Insurance
\$55,000



Health Care Benefit Losses

For those retirees and/or surviving spouses less than 65 years of age, GM recently announced a substantial increase in cost for continued participation in the GM plan, which also underwent significant plan modifications. Since those under 65 have not completely lost GM-paid health care coverage, it is necessary to first determine a value for the loss prior to age 65, then add that amount to the loss of all coverage beginning at 65 and through the remainder of your life expectancy.

For those who lost health care coverage prior to the bankruptcy filing, consider using the actual date you lost the GM benefit as the start date for calculating your loss. For many this was Jan 01, 2009, or the month in which you became Medicare eligible.

Calculate the amount of loss for the retiree, spouse, and dependents separately, and

Attachment 1 p. 3
A. McMullen

then add the individual losses to determine the total loss.

Based on information recently provided by General Motors Company, the average cost of health care for Medical, Prescription, Dental, Vision, and Extended Care Coverage to the company under the salaried cap implemented in 2006/7 was \$5500. Based on the announced modifications, the Company has revised the cap and the new average cost to GM to provide GM-paid health care is \$4140 annually. GMRA recommends calculating the loss for health care using the difference between these figures, or \$1360 per year, per person under 65.

Beginning at 65, the loss per year, per person, would be \$5500 minus the \$3600 annual Level Benefit through life expectancy, or \$1900. This is only one method of determining your health care loss. If you have estimated costs for your unique situation, consider using those in your calculations.

Min
1900
33,596

Sample Calculation for a Male 58 year old retiree

All cost figures shown below are estimated!

Annual pre-65 benefit loss beginning 2010 1360

Number of years remaining until age 65 X 7

Amount of loss prior to age 65 \$9520

Add this amount to the estimate of health care benefit loss from age 65 until full life expectancy:

Annual post-65 benefit loss beginning 2017 \$1900

Number of years between 65 and full life expectancy X 14.97

Amount of loss after age 65 \$28,443

Total Lifetime Loss \$37,963

Dental Coverage

ATTACH 1 p.4
A Mc Mullen

Included in health care calculation above

Vision Coverage

Included in health care calculation above

Extended Care Coverage (ECC)

Included in health care calculation above

SSA Actuarial Table Data
<http://www.ssa.gov/OACT/STATS/table4c6.html>

Exact Age as of Jan 1, 2009	Life Expectancy Male	Total
45	32 81	\$51,539
46	31 93	\$50,407
47	31 06	\$49,294
48	30 2	\$48,200
49	29.34	\$47,106
50	28 49	\$46,031
51	27 65	\$44,975
52	26 83	\$43,957
53	26	\$42,920
54	25 19	\$41,921
55	24 37	\$40,903
56	23 57	\$39,923
57	22 77	\$38,943
58	21 97	\$37,963
59	21 19	\$37,021
60	20 42	\$36,098
61	19 66	\$35,194
62	18 91	\$34,309

Life Expectancy Female	Total
36 79	\$59,101
35 87	\$57,893
34 96	\$56,704
34.05	\$55,515
33 14	\$54,326
32 24	\$53,156
31 35	\$52,005
30 46	\$50,854
29 57	\$49,703
28 69	\$48,571
27 82	\$47,458
26 94	\$46,326
26.08	\$45,232
25 22	\$44,138
24 37	\$43,063
23 53	\$42,007
22 7	\$40,970
21.88	\$39,952

ATTACH 1 p. 5
A McMulley

ALM

63	18 17	\$33,443
64	17.44	\$32,596
65	16.73	\$31,787
66	16 02	\$30,438
67	15 32	\$29,108
68	14 63	\$27,797
69	13 96	\$26,524
70	13 3	\$25,270
71	12 66	\$24,054
72	12 04	\$22,876
73	11 43	\$21,717
74	10.84	\$20,596
75	10 26	\$19,494
76	9 7	\$18,430
77	9 15	\$17,385
78	8 63	\$16,397
79	8.11	\$15,409
80	7 62	\$14,478
81	7 14	\$13,566
82	6.68	\$12,692

21 08	\$38,972
20 28	\$37,992
19 49	\$37,031
18 7	\$35,530
17 93	\$34,067
17.17	\$32,623
16 42	\$31,198
15 69	\$29,811
14 97	\$28,443
14 27	\$27,113
13 58	\$25,802
12 9	\$24,510
12 24	\$23,256
11 59	\$22,021
10 96	\$20,824
10 34	\$19,646
9 74	\$18,506
9 16	\$17,404
8 59	\$16,321
8.04	\$15,276

Exact Age as of Jan 1, 2009	Life Expectancy Male	Total
83	6 24	\$11,856
84	5 82	\$11,058
85	5 41	\$10,279
86	5 03	\$9,557
87	4 67	\$8,873
88	4 34	\$8,246
89	4 02	\$7,638
90	3 72	\$7,068
91	3 45	\$6,555
92	3 2	\$6,080
93	2 97	\$5,643

Life Expectancy Female	Total
7 52	\$14,288
7.02	\$13,338
6 54	\$12,426
6.08	\$11,552
5.65	\$10,735
5.25	\$9,975
4 87	\$9,253
4 52	\$8,588
4 19	\$7,961
3 89	\$7,391
3 61	\$6,859

Attah 1 p.6
A. McMullen

94	2 77	\$5,263
95	2 59	\$4,921
96	2 43	\$4,617
97	2 29	\$4,351
98	2 16	\$4,104
99	2 05	\$3,895
100	1 94	\$3,686
101	1 83	\$3,477
102	1 73	\$3,287
103	1 63	\$3,097
104	1 54	\$2,926
105	1 45	\$2,755
106	1 37	\$2,603
107	1 28	\$2,432
108	1 21	\$2,299
109	1 13	\$2,147
110	1 06	\$2,014
111	0 99	\$1,881
112	0 92	\$1,748
113	0 86	\$1,634
114	0 8	\$1,520
115	0 74	\$1,406
116	0 68	\$1,292
117	0 63	\$1,197
118	0 58	\$1,102
119	0 53	\$1,007

3 36	\$6,384
3 13	\$5,947
2.93	\$5,567
2 75	\$5,225
2 58	\$4,902
2 43	\$4,617
2 29	\$4,351
2 15	\$4,085
2 02	\$3,838
1 89	\$3,591
1 77	\$3,363
1 66	\$3,154
1 55	\$2,945
1 44	\$2,736
1.34	\$2,546
1.25	\$2,375
1 16	\$2,204
1 07	\$2,033
0 99	\$1,881
0 91	\$1,729
0 84	\$1,596
0 76	\$1,444
0 7	\$1,330
0 63	\$1,197
0 58	\$1,102
0 53	\$1,007

[If you do not wish to receive emails from us, click here](#)

John A. McMullen (admitted to New York bar)
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Telephone: 802-859-9800
Facsimile: 802-859-0826

Attorney for Alfred H. McMullen, a named claimant in Debtors' Eighty-Third Omnibus
Objection to Claims

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, et al.,	:	09-50026 (REG)
f/k/a General Motors Corp., et al.	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**OBJECTION AND MOTION TO REJECT DEBTORS' EIGHTY-THIRD
OMNIBUS OBJECTION TO CLAIMS (Welfare Benefits Claims of Retired and
Former Salaried and Executive Employees)**

PLEASE TAKE NOTICE that on September 16, 2010, Claimant Alfred H. McMullen,
a retired General Motors executive, filed an objection to the rejection of his claim as
proposed in Debtors' Eighty-Third Omnibus Objection to Claims.

Claimant moves the court to reject Debtors' Eighty-Third Omnibus Objection to Claims
as it relates to his claim for the reasons outlined in the attached motion.

Claimant notes that on August 11, 2010, he duly filed an amendment with The Garden
City Group, Inc. to the claim outlined by Debtors in Exhibit A -- which amendment
raised the claimed amount to \$215,142 from \$142,496 based on subsequent discovery of
more accurate records forming the basis for the claim. The methodology for the amended

claim is provided in the materials sent to The Garden City Group, Inc., and subsequently forwarded onto the Debtors' counsel, Weil, Gotshal & Manges, LLP.

Dated: South Burlington, Vermont
September 15, 2010

/s/ John A. McMullen
John A. McMullen

100 Dorset Street, Suite 15
South Burlington, VT 05403
Telephone: 802-859-9800
Facsimile: 802-859-0826

Attorney for Alfred H. McMullen, a named
claimant in Debtors' Eighty-Third
Omnibus Objection to Claims

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Attorney for Alfred H. McMullen, a named claimant in Debtors' Eighty-Third Omnibus
Objection to Claims

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**OBJECTION AND MOTION TO REJECT DEBTORS' EIGHTY-THIRD
OMNIBUS OBJECTION TO CLAIMS (Welfare Benefits Claims of Retired and
Former Salaried and Executive Employees)**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Debtors' Objection was filed on August 20, 2010, with a very short deadline for the
named Claimants to object of September 17, 2010. The case is complex and ongoing and
the claimants are new to it since they believed they would be able to settle their claims,
assumed by the New GM, in informal discussions with Weil, Gotshal & Manges LLP.
The Objection in question seeks to void the claims in their entirety causing claimants to
have to scramble on short notice to identify and retain attorneys. It has taken time for
them to accomplish this further shortening the practical time for response.

Claimant Alfred H. McMullen ("Claimant McMullen") filed Claim No.30614 timely for

\$142,496. He subsequently amended that claim when more accurate information came to light. His claim was based on lost life insurance and reduced health benefits. He sent the amended claim to The Garden City Group, Inc. on August 11, 2010, along with the methodology used to compute the amended claim -- and understands that the amended claim was thereafter forwarded to Debtors' attorney, Weil, Gotshal & Manges, LLP. The amended claim is for \$215,142.

Claimant McMullen respectfully objects to Debtors' Eighty-Third Omnibus Objection to Claims ("Objection") and moves to reject that Objection as it relates to his particular amended claim for \$215,142 for the reasons outlined below.

The Debtors acknowledge that General Motors LLC ("New GM") assumed the accrued benefits claims filed by the Salaried and Executive Employees listed on Exhibit A of its Objection but argue that Debtors had an inferred right to reduce, modify, or eliminate such Welfare Benefits claims by action of the Board of Directors.

Given the way in which these benefits were explained to Claimant McMullen (and presumably the other Exhibit A Salaried and Executive employees) at the time they were conferred by the General Motors Corporation ("Old GM"), Claimant McMullen believes it is a stretch to infer a right for the New GM to reduce, modify, or eliminate such benefits at the discretion of the Board of Directors, notwithstanding cited case law (which is not directly on point)

In addition, Debtors provide no evidence in the Objection of such action by the Board.

Moreover, it would be a breach of good faith to act to drastically reduce or eliminate such Welfare Benefits claims when the Old GM did not indicate through its benefits representatives that it contemplated, or had the power to, reduce or eliminate benefits conferred at the point Claimant McMullen received them, much less eleven years into his retirement.

Also, an action like this against retired executives such as Claimant McMullen would be inconsistent with the generous treatment of hourly employees by the New GM.

WHEREFORE Claimant McMullen moves to reject the Debtors' Objection as it relates to his claim.

Dated: South Burlington, Vermont
September 15, 2010

/s/ John A. McMullen
John A. McMullen

100 Dorset Street, Suite 15
South Burlington, VT 05403
Telephone: 802-859-9800
Facsimile: 802-859-0826

Attorney for Alfred H. McMullen, a named
claimant in Debtors' Eighty-Third
Omnibus Objection to Claims

Exhibit 2

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
Case No. 09-50026-reg

- - - - -x

In the Matter of:

GENERAL MOTORS CORPORATION, ET AL.,

Debtors.

- - - - -x

United States Bankruptcy Court
One Bowling Green
New York, New York

January 18, 2012
9:49 AM

B E F O R E:
HON. ROBERT E. GERBER
U.S. BANKRUPTCY JUDGE

Debtors' Eighty-Third Omnibus Objection to Claims (Welfare
Benefits Claims of Retired and Former Salaried and Executive
Employees) - Only Cobble Claim

Motion for Objection to Claim(s) Number: 70860 and 70869 Filed
by Tracy Woody and Motion Requesting Enforcement of Court
Orders Setting Deadlines to File Proofs of Claim

Motion of Post-Effective Date Debtors and Motors Liquidation
Company GUC Trust for Entry of Order Pursuant to 11 U.S.C.
Sections 105(A) and 1142(B) and Fed R. Bankr. P. 7012(B) and
9014(C)(I) Directing the Tullises to Dismiss the Debtors and
Their Attorneys from Pending Action with Prejudice; and (II)
Enforcing Prior Orders of this Court by Enjoining the Tullises
from Further Action Against the Debtors, Post-Effective Date
Debtors, Motors Liquidation Company GUC Trust, and Their
Officers and Professionals

Transcribed by: Aliza Chodoff

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A P P E A R A N C E S :

WEIL GOTSHAL & MANGES LLP

Attorneys for Debtors

767 Fifth Avenue

New York, NY 10153

BY: JOSEPH H. SMOLINSKY, ESQ.

DICKSTEIN SHAPIRO LLP

Attorneys for the Motors Liquidation Company GUC Trust

1633 Broadway

New York, NY 10020

BY: STEPHANIE GREER, ESQ.

ALSO PRESENT:

JOSEPH COBBLE, Claimant, In Pro Se (Telephonically)

CLINTON M. TULLIS, Claimant, In Pro Se (Telephonically)

1 Now, we need to go on to the next matter. CourtCall:
2 Mr. Tullis can stay on the phone, or he can drop off as he
3 prefers, but I'm directing you to put him on mute.

4 UNIDENTIFIED SPEAKER: Okay, Your Honor.

5 THE COURT: Thank you. All right. Mr. Smolinsky,
6 next matter, please.

7 MR. SMOLINSKY: Thank you, sir. Ms. Greer --

8 MR. COBBLE: (indiscernible)

9 MR. SMOLINSKY: Before I get -- begin, Ms. Greer has
10 asked to be excused.

11 THE COURT: Of course.

12 MR. SMOLINSKY: The last matter on the agenda --

13 THE COURT: Mr. Smolinsky, we're still on the record
14 even though Mr. Tullis can no longer speak since we're done
15 with him. I do of course want the order settled upon him so
16 that he can be heard on the form of the order. And I want you,
17 even though you might not be required by law to do it, to send
18 him by overnight mail a notice of entry of the resulting order
19 so it is entered, so he is on notice of when his time to appeal
20 starts to run.

21 MR. SMOLINSKY: Of course, sir. And if we may, while
22 we do not suppose that Your Honor would be comfortable
23 directing the clerk of any other court to do anything, we would
24 like to send a copy of the transcript of this hearing to the
25 court where the actions are pending.

1 THE COURT: You may do so.

2 MR. SMOLINSKY: Thank you, sir.

3 The last matter on the calendar is the debtors'
4 eighty-third omnibus objections to claim. This is a claim
5 seeking to expunge welfare benefit claims of retired and former
6 salaried employees. We are addressing today one claim filed by
7 Joseph Cobble, Jr., which is a claim for life insurance --

8 THE COURT: Pause please, Mr. Smolinsky.

9 MR. SMOLINSKY: Yes.

10 THE COURT: Mr. Cobble, you are on the phone, and you
11 announced your presence a long time ago. CourtCall: I want
12 you to be sure that Mr. Cobble can speak and confirm that he is
13 still on the line, or, Mr. Cobble, you can do that yourself.

14 MR. COBBLE: Yes, I'm still on the line.

15 THE COURT: Thank you. Continue then, please, Mr.
16 Smolinsky.

17 MR. SMOLINSKY: Thank you, sir. Mr. Cobble filed a
18 reply to that objection, which Your Honor should have. And
19 we -- just in terms of context, Your Honor has dealt with
20 hundreds of employee claims in the past. We have expunged
21 claims. We've had hearings on disputed claims objections. We
22 indicated to this Court in the past that there are certain
23 instances in which employees have asserted that they've
24 received letters or other correspondence that may alter the
25 landscape in terms of Your Honor's ruling; although, we

1 expressed at the time our view that it didn't alter the law
2 with respect to your prior rulings.

3 but I want to put this into context because we are now
4 moving from plain vanilla objections, where Your Honor has, I
5 believe, asked the employees, where we had hearings, did you
6 receive any other documents or do you anything else that you
7 want to put before the Court, and the answer was no. These are
8 situations where often times there have been correspondence
9 that these employees are relying on.

10 We file -- we did file a fifteen-page reply. And
11 while Your Honor may think that that's overkill in connection
12 with the one-page response that was filed by Mr. Cobble, we
13 wanted to make sure that Your Honor had a full view and
14 understanding of our position with respect to all of these
15 related types of claims. And we're happy to answer any other
16 questions surrounding this issue because before we set forth on
17 having hearings with respect to this new round of claims we did
18 go back and do substantial amount of research and consider and
19 review all of the correspondence that have submitted by the
20 various employees.

21 So that's by way of background. Mr. Cobble attaches
22 to his response a letter that was received by him through the
23 General Motors Retirement Center, which was actually a
24 organization that was created by MetLife, who was administering
25 various retirement plans for General Motors. And this letter,

1 according to Mr. Cobble, sets out a promise that his
2 entitlement to life insurance would not change. I do point
3 your attention to the language beneath that statement that says
4 that the coverage is not guaranteed; although, we don't believe
5 that that really has any impact as well.

6 we believe that these -- this letter does not create
7 any separate entitlement to the employee plans that were in
8 place and that were all subject to the company's ability to
9 modify, amend or terminate those plans. And that's language
10 which we set forth in the objections as well as in the reply,
11 as well as in the -- in other documents that were submitted and
12 circulated to employees from time-to-time. That includes the
13 employee handbook that was circulated as well as summary plan
14 descriptions, which were updated every five years and sent out
15 to employees and retirees.

16 So regardless of receiving this letter, they would
17 have been on notice periodically of the debtors' obligation --
18 the company's obligation or right to amend, modify or terminate
19 the plans at any time.

20 We cite in our papers the Sprague case, which is a
21 case directly on point because it involves some of these very
22 issues surrounding the GM plans. And the Court in that case
23 sets out clearly that the reservation of rights to amend,
24 modify or terminate the plans at any time is conclusive without
25 a separate agreement or contract that would vest those rights.

1 And for those reasons, Your Honor, we believe that this letter
2 that was actually sent out after Mr. Cobble retired does not
3 alter the plan or the ability of the debtors to amend or
4 terminate the plan.

5 As Your Honor knows that -- this plan was amended to
6 bring down all employees' life insurance benefits to 10,000
7 dollars. And New GM, under the master sale and purchase
8 agreement, agreed to assume that liability so that employees
9 could get and retirees could get the 10,000 dollars in cash
10 upon their death.

11 THE COURT: Okay. I'll hear from you next, Mr.
12 Cobble. Make your remarks as you see fit. But when you do so,
13 I need you to be sure that you discuss the Sixth Circuit Court
14 of Appeals case and Sprague v. General Motors. And Mr.
15 Smolinsky, tell your associates -- although I think you signed
16 the reply --

17 MR. SMOLINSKY: The Table of Contents?

18 THE COURT: -- that I'm supposed to have a table of
19 cases so I don't have to leaf through something to find
20 references to the Sprague case --

21 MR. SMOLINSKY: Your Honor, I did realize --

22 THE COURT: -- and a table of contents --

23 MR. SMOLINSKY: -- that when I reviewed on preparation
24 for the hearing. And I apologize. It won't happen again.

25 THE COURT: All right, thank you. Mr. Cobble.

1 MR. COBBLE: Yes.

2 THE COURT: I'll hear your argument now.

3 MR. COBBLE: Okay. Now, the other attorney did state
4 (indiscernible). And when you retire, you go through an exit
5 interview, and you go through all the benefits. You go through
6 the -- all the pension, any insurance, if it will be extended.
7 So I wasn't aware that this would be a continuing life
8 insurance policy. It did have some influence on the fact that
9 I did accept the retirement. I know that -- and I guess I
10 relied on the document. The document states life insurance
11 (indiscernible) reduced to the ultimate amount (indiscernible)
12 dollars. The ultimate amount will remain in effect for the
13 rest of your life.

14 I'm not an attorney, but I can give you an engineer's
15 point of view. If the definition of reduced is to bring to a
16 certain state or condition, and the definition of ultimate is
17 preclusive or final, this document that I received from the
18 retirement center does not contain any reservation or right to
19 modify, much less terminate. It states it will remain in
20 effect for the rest of your life (indiscernible). So it did
21 have some affect on my decision, and the extended insurance
22 certainly something that I relied on.

23 As far as I'm concerned, I think that these decisions
24 are irrevocable (indiscernible) age, health and cost of
25 replacing (indiscernible). And in fact, it does just the

1 opposite. It makes clear that the benefit is fully reduced and
2 will remain in effect for the rest of my life. And I guess
3 (indiscernible).

4 THE COURT: Okay. Thank you. Mr. Smolinsky, do you
5 wish to reply?

6 MR. COBBLE: Thank you, sir. Your Honor?

7 THE COURT: Yes. Thank you, sir.

8 MR. SMOLINSKY: Your Honor, the language in these
9 retiree letters is unfortunate, I give you that, to the extent
10 that it led on any employees about what could or could not be
11 done with respect to the coverage. I do note in this
12 particular letter that it says this is not a guarantee of the
13 coverage amount, and that's pretty clear on its face.

14 With respect to the reliance issue, I would note that
15 the Devlin case, which talks about promissory estoppel and
16 reliance, talk about the rel -- it not being incidental
17 reliance, but real reliance upon which the party acts or
18 changes their course. And I guess the best example if you work
19 for the next ten years, we will grant you lifetime coverage.
20 In this case, the decision to retire was not based on this
21 letter. This letter was sent out for information purposes, but
22 the benefits that were promised to him were consistent with the
23 plans that were in place, which all had this reservation of
24 rights language.

25 Mr. Cobble would have received a couple of years later

1 the new summary plan description, which would have had all of
2 the material rights to amend or terminate the benefits. He
3 would have had in his possession, presumably, the employee
4 handbook and the last summary plan description that would have
5 this reservation of rights language. So under the four-part
6 test that's set in Devlin, I don't believe that this letter
7 gives rise to the kind of reliance that the Devlin Court
8 considered.

9 THE COURT: Okay. Both sides -- have a seat, please,
10 Mr. Smolinsky. Both sides sit in place for a couple minutes.

11 (Pause)

12 THE COURT: All right. Gentlemen, in this contested
13 matter in the jointly administered Chapter 11 case of Motors
14 Liquidation Company and its affiliates, the debtor, General
15 Motors Corporation or Old GM, moves to disallow and expunge Mr.
16 Cobble's claim. For reasons that follow, the debtor's motion
17 must be granted, and Mr. Cobble's claim must be disallowed and
18 expunged.

19 Before I go into the legal reasons, though, and my
20 findings of fact, I do want to note something. Perhaps it's
21 the obvious. This matter is very different than the first one
22 on my calendar today. Here, we do not have in any way, shape
23 or form an individual who has violated the requirements of the
24 Bankruptcy Code or has in any way acted improperly. The issue
25 isn't about his wrongful conduct. The issue ultimately is what

1 exactly his contract was with GM, which gave him the claim to
2 the life insurance that he seeks now. And this is
3 unfortunately one of the many cases where GM simply not having
4 the resources to honor its earlier contracts caused it to amend
5 those contracts. And the issue is whether or not GM had the
6 right to change the contract in the way in which it did.

7 As I'll continue to point out, in this case, GM's
8 contract with Mr. Cobble gave it the right to change his life
9 insurance coverage. And therefore, although I recognize the
10 hardship on Mr. Cobble and of course hundreds, if not
11 thousands, of other employees who had to face the same
12 situation, I'm required to comply with the law.

13 So with that, turning first to my findings of fact:
14 on June 1st, 2009, the debtors commenced their Chapter 11 case.

15 On September 16, 2009, I entered an order establishing
16 a deadline for the filing of proofs of claim. And Mr. Cobble
17 timely, that is in time, submitted a proof of claim for what he
18 seeks. His proof of claim asserts a claim for 112,049 against
19 Old Gm for "loss for life insurance, salary, retiree."
20 Basically, what he's saying is that he's entitled to the
21 112,049 that would be payable upon his death under the old
22 level of life insurance that he had at times prior to the
23 commencement of the Chapter 11 case.

24 The debtors filed what are called omnibus, covering
25 many people, claims objections to eliminate claims lacking in

1 legal support. They objected to Mr. Cobble's claim. Mr.
2 Cobble filed a response, and the debtors replied.

3 In his papers, Mr. Cobble explains that he was
4 employed by Old GM for thirty-two years before he retired in
5 2002. He explains that his claim is for continuation of an
6 earned and accrued benefit, to wit the continuing lifetime
7 coverage and the future payment at the time of Mr. Cobble's
8 death, of continuing life insurance benefits in the amount
9 122,049 pursuant to the debtors' "life and disability program."
10 Mr. Cobble further asserts that his benefit was acknowledged by
11 the debtor in a writing dated April 18, 2002, which writing Mr.
12 Cobble attaches to his response.

13 I note by way of clarification that, as Mr. Cobble
14 pointed out in his argument today, and this fact is undisputed,
15 the April 8th, 2002 letter came to him a few weeks after he
16 retired rather than before he retired. The letter has three
17 significant paragraphs. I'll revise my remarks to say four,
18 although I think the list, although Mr. Cobble relies on it, is
19 not quite as important as he says.

20 Those four paragraphs read, and I'll quote them
21 verbatim, "As a retiree of General Motors with ten or more
22 years of participation in the life and disability benefits
23 program, you are eligible for continuing life insurance. Our
24 insurance records, as of the date of this letter, show the
25 continuing life insurance has now fully reduced to the ultimate

1 amount of \$122,049.00."

2 "This ultimate amount will remain in effect for the
3 rest of your life and is provided by General Motors at no cost
4 to you. This is not a guarantee of the coverage amount.
5 Important: you should keep this notice with your other
6 valuable papers."

7 On December 31st, 2011, the Motors Liquidation Company
8 GUC Trust, which was formed under the debtors' plan of
9 reorganization replied to Mr. Cobble's response. In that
10 reply, the GUC Trust argues that Mr. Cobble's claim must be
11 disallowed because his life insurance benefits were unvested
12 welfare benefits that could be modified under the plan terms
13 governing such welfare benefits and that they were properly
14 modified under those terms.

15 Now, turning to my conclusions of law and certain
16 mixed findings of fact and law: a proof of claim is prima
17 facie evidence of the validity and amount of the claim, and the
18 objector bears the initial burden of persuasion. See, for
19 example, in re Oneida Limited; 400 BR. 384, at page 389, a
20 decision by Judge Gropper of this court. The burden then
21 shifts to the claimant, in this case that's Mr. Cobble, if the
22 objector produces evidence equal in force to the prima facie
23 case, which, if believed, would refute at least one of the
24 allegations that's essential to the claim's legal sufficiency.

25 When the burden is shifted back to the claimant, the

1 claimant must then prove by a preponderance of the evidence
2 that under applicable law the claim should be allowed. Here,
3 the objecting debtors have produced evidence at least equal in
4 force to the evidence provided by Mr. Cobble; thus, shifting
5 the burden back to Mr. Cobble. And then, Mr. Cobble does not
6 satisfy his burden under the law.

7 First, I find that Mr. Cobble has not met his burden
8 to show that his life insurance have vested. Rather, the
9 documents covering his life insurance reserved the right to
10 change its level. In dealing with claims of Old GM retirees,
11 which were similar to Mr. Cobble's present claim, the Sixth
12 Circuit Court of Appeals in a case called Sprague v. General
13 Motors Corp.; 133 F.3rd 338, at page 400, explain that to "vest
14 benefits is to render them forever unalterable. Because
15 vesting of welfare plan benefits is not required by law, an
16 employer's commitment to vest such benefits is not to be
17 inferred lightly. The intent to vest must be found in the plan
18 documents and must be stated in clear and express language."

19 In their briefing, the debtors point to several
20 welfare plan summaries which include language explicitly
21 reserving the right to amend, modify, suspend or terminate
22 welfare benefits. And I say by way of explanation that welfare
23 benefits are benefits that employers provide that include,
24 among other things, life insurance. So life insurance was one
25 of the things that GM had reserved the right to change. And

1 when GM reserved that right, that became part of Mr. Cobble's
2 contract with Old GM, if you will. So GM did something that it
3 was authorized to do.

4 Now, that was the state of play when Mr. Cobble
5 retired. And the letter dated April 8, 2002 doesn't change
6 that result. Mr. Cobble skipped the key sentence when he read
7 parts of the letter, but didn't read all of it. He skipped a
8 sentence that said this is not a guarantee of the coverage
9 amount. But with or without that extra clarification, the
10 terms under which Mr. Cobble worked didn't change over the
11 years that he was a GM employee.

12 Now, thirty-two years is a lot of years to work for a
13 company, and everything in the record indicates that this was
14 faithful employment. And I understand why Mr. Cobble is upset,
15 and I understand it both from what Mr. Cobble said and what any
16 number of employees said back in June and July of 2009 when
17 this case was first filed. And I have to deal with these same
18 issues. It doesn't please me to have to rule that people have
19 to accept a lesser level of life insurance or medical benefits
20 that are subject to similar considerations. But the fact is
21 that there were limited resources to take care of GM retirees.

22 The letter of April 8, which was sent to him after he
23 retired, explicitly stated it wasn't a guarantee of the
24 coverage amount. In fact, it also told him of a reduction
25 in -- to his ultimate amount of continuing life insurance

1 coverage. The fact that Old GM was able to reduce the ultimate
2 amount of his coverage at this time underscores a fundamental
3 point; that Old GM always had the right to modify the benefits.

4 While it's probably obvious, I make a few other
5 observations to provide greater clarity and for the avoidance
6 of doubt. The letter of April 8 didn't create a new contract
7 between the debtors and Mr. Cobble. He had already retired.
8 It can't reasonable interpreted as an offer to which Mr. Cobble
9 could accept, nor is there any evidence in that letter that it
10 includes language reasonably susceptible to interpretation as a
11 promise. There was no evidence that Old GM promised Mr. Cobble
12 certain life insurance benefits to induce his retirement or
13 other action or inaction by Mr. Cobble. See, for instance,
14 Devlin v. Empire Blue Cross and Blue Shield; 274 F.3d 76.

15 For those reasons, I am compelled to disallow Mr.
16 Cobble's claim, and I am authorizing and directing the debtor
17 to settle an order consistent with this decision. The time to
18 appeal my decision will run from the date of entry of the order
19 rather than the date I'm dictating this. And once more, Mr.
20 Smolinsky, I want you to serve notice of entry on the resulting
21 order in addition to the notice of settlement by an overnight
22 mail mechanism so that Mr. Cobble knows when his time to appeal
23 start to run.

24 Mr. Cobble, the time to appeal a bankruptcy court
25 order is quite short. It's only fourteen days from the date of

1 entry of the order. So if you think about it and decide you do
2 want to appeal, I want you to be aware of that short period of
3 time. Once more, I underscore in connection with this decision
4 that unlike the first matter on the calendar, Mr. Cobble did
5 nothing wrong. But here, I am compelled to act in accordance
6 with the law. So while I'm not happy about having to rule this
7 way, the claim is disallowed.

8 Okay. Mr. Cobble, I sense that you're an engineer and
9 not a lawyer. But not by way of reargument, because I have
10 ruled, I will answer any questions you might have if you have
11 any desire for a clarification.

12 MR. COBBLE: I just have one further question, and
13 that's on a statement that this is not a guarantee of coverage
14 amount. And in my point of view, I guess, guarantee in
15 coverage, I would say that is an expression of a future
16 happening. This is a perspective and not a statement of fact,
17 and the rest of body of the letter, which states ultimately
18 reduced and the rest of your life to mean that it's just a
19 statement of fact. But I understand your points of view, and I
20 certainly appreciate your time going through this.

21 THE COURT: Very well. Thank you. And of course, I
22 appreciate your courtesy, sir.

23 All right. With that, we're adjourned. Everybody
24 have a good day.

25 MR. COBBLE: Okay.

1 MR. SMOLINSKY: Thank you, sir.

2 MR. COBBLE: Thanks for your time, sir.

3 (Whereupon these proceedings were concluded at 11:02 AM)

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Exhibit 3



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One)</p> <p><input type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation)</p> <p><input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC)</p> <p><input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)</p> <p><input type="checkbox"/> MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)</p>		<p>Case No</p> <p>09-50026 (REG)</p> <p>09-50027 (REG)</p> <p>09-50028 (REG)</p> <p>09-13558 (REG)</p>
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property) <u>Schneider, Darlene M</u></p> <p>Name and address where notices should be sent</p> <p><u>Darlene M Schneider</u> <u>48611 Lakeview E Lot 82</u> <u>Shelby Twp, MI 48317-2737</u></p> <p>Telephone number <u>586-254-0283</u></p> <p>Email Address <u>islandflower@aol.com</u></p>		<p>THE GARDEN CITY GROUP, INC. NOV 23 2009</p>
<p>Name and address where payment should be sent (if different from above)</p> <p>FILED - 36256 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p> <p>Telephone number</p>		
<p>1. Amount of Claim as of Date Case Filed, June 1, 2009: <u>\$182,588</u></p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		<p>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount). If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>2. Basis for Claim: <u>Reduction / Elimination Medical Benefits</u> (See instruction #2 on reverse side)</p> <p>3. Last four digits of any number by which creditor identifies debtor: <u>4389</u></p> <p>3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side)</p>		
<p>4. Secured Claim (See instruction #4 on reverse side)</p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe: _____</p> <p>Value of Property: \$ _____ Annual Interest Rate: _____ %</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection: _____</p> <p>Amount of Secured Claim \$ _____ Amount Unsecured \$ _____</p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)() _____</p> <p>Amount entitled to priority \$ _____</p> <p>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>
<p>6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7. Documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment.</p>		
<p>Date: <u>11-18-09</u></p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p><u>Darlene Schneider</u></p>		<p>FOR COURT USE ONLY</p>

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5 00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

Exact Age as of Jan 1, 2009	Life Expectancy Male	Total	Life Expectancy Female	Total
45	32 81	\$51,539	36 79	\$59,101
46	31 93	\$50,407	35 87	\$57,893
47	31.06	\$49,294	34 96	\$56,704
48	30 2	\$48,200	34.05	\$55,515
49	29 34	\$47,108	33 14	\$54,326
50	28.49	\$46,031	32 24	\$53,156
51	27.65	\$44,975	31 35	\$52,005
52	26 83	\$43,957	30 46	\$50,854
53	26	\$42,920	29.57	\$49,703
54	25 19	\$41,921	28.69	\$48,571
55	24.37	\$40,903	27 82	\$47,458
56	23 57	\$39,923	26.94	\$46,326
57	22.77	\$38,943	26 08	\$45,232
58	21 97	\$37,963	25 22	\$44,138
59	21 19	\$37,021	24 37	\$43,063
60	20 42	\$36,098	23 53	\$42,007
61	19 66	\$35,194	22 7	\$40,970
62	18 91	\$34,309	21 88	\$39,952
63	18 17	\$33,443	21 08	\$38,972
64	17 44	\$32,596	20 28	\$37,992
65	16 73	\$31,787	19 49	\$37,031
66	16 02	\$30,438	18 7	\$35,530
67	15 32	\$29,108	17 93	\$34,067
68	14.63	\$27,797	17 17	\$32,623
69	13.96	\$26,524	16 42	\$31,198
70	13.3	\$25,270	15 69	\$29,811
71	12 66	\$24,054	14 97	\$28,443
72	12 04	\$22,876	14 27	\$27,113
73	11 43	\$21,717	13 58	\$25,802
74	10 84	\$20,596	12 9	\$24,510
75	10 26	\$19,494	12 24	\$23,256
76	9.7	\$18,430	11 59	\$22,021
77	9 15	\$17,385	10 96	\$20,824
78	8 63	\$16,397	10 34	\$19,646
79	8 11	\$15,409	9 74	\$18,506
80	7 62	\$14,478	9 16	\$17,404
81	7 14	\$13,566	8 59	\$16,321
82	6 68	\$12,692	8 04	\$15,276

83.22

Exact Age as of Jan 1, 2009	Life Expectancy Male	Total	Life Expectancy Female	Total

11/09/2009



GM Benefits & Services Center

gmbenefits.com

1-800-489-4646

International Access

Dial AT&T Direct® Access Code, then

877-833-9900

TTY Service for Hearing or Speech Impaired

1-877-347-5225

August 14, 2009

446 *****AUTO**3-DIGIT 483

Darlene M Schneider T3 P7

48611 Lakeview E Lot 82

Shelby Township, MI 48317-2737

|||||

Dear GM Salaned Retiree or Surviving Spouse,

Earlier this year, all GM retirees were notified that effective January 1, 2010, GM will cancel health care coverage for salaned retirees and surviving spouses who are under age 65 and who are eligible for Medicare, and for eligible dependents of retirees and surviving spouses who are under age 65 and who are eligible for Medicare. Although we understand that this change will be challenging for many impacted families, this change was necessitated by the difficult economic challenges facing General Motors.

You are receiving this letter because you or one of your dependents is currently eligible for Medicare and will therefore be impacted by this change. On January 1, 2010, health care coverage will be cancelled for the following individual(s):

Donald Schneider

Date of Birth 08/06/1949

As was communicated to you earlier this year, the coverages that will cancel include medical (which includes prescription drug, hearing aid, durable medical equipment, and behavioral health), dental, vision and Extended Care Coverage. In addition, the \$76.20 Medicare Part B Special Benefit will also cancel. In order to offset some of the health care costs that you may incur, GM will establish a Health Reimbursement Account (HRA) Plan for eligible impacted retirees and surviving spouses through Bank of America. Dependent spouses and dependent children who are impacted by this change, or retirees or surviving spouses who are not eligible for GM contributions for health care in retirement are not eligible for the HRA Plan.

In addition, GM has contracted with Extend Health to assist with the transition into an individual health care plan that best fits your medical and financial needs.

Attachments to this letter include a detailed Question and Answer document as well as an educational brochure that outlines the services that will be made available to you through Extend Health and information about Medicare. These documents will answer many of the questions you have about this change, and will outline additional communications you will receive. If you have additional questions about this change, please contact the GM Benefits & Services Center at 1-800-489-4646.

General Motors Company

General Motors reserves the right to change, amend, modify, suspend or terminate its employment practices, policies, employee benefit plans or programs at any time. This document provides general information only. In the event of a conflict with the official plan documents, the plan documents will control.

3 GM-H-8111 100

Mrs. Darlene Schneider
48611 Lakeview East
Shelby Township, MI 48317
586-254-0283

dislandflower@aol.com

November 18, 2009

Proof of Claim. Motors Liquidation (General Motors Corporation)

Based on information recently provided by General Motors Corporation, the average cost of health care for Medical, Prescription, Dental, Vision and Extended Care Coverage to the company under the salaried cap implemented in 2006/07 was \$5,500. Based on the announced modifications, the Company has revised the cap and the new average cost to GM to provide GM-paid health care is \$4,140 annually. The calculation of the loss and the amount of this claim is based upon the figures below.

Beginning at 65, the loss per year, per person would be \$5,500 minus the \$3,600 annual Level Benefit through life expectancy, or \$1,900.

Calculation for Female 59 year old retiree

All cost figures are estimated!

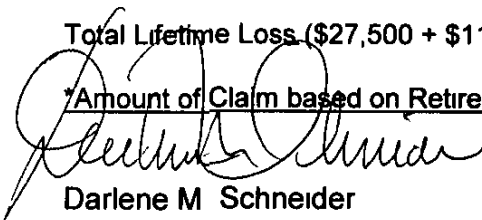
Annual pre-65 benefit loss beginning 2010	\$1,360
Number of years remaining until age 65	X 6
Amount of loss prior to age 65	\$8,160
Annual post-65 benefit loss beginning 2016	\$ 1,900
Number of years between 65 and life expectancy	X 18.22
Amount of Loss after age 65	\$34,618
Total Lifetime Loss (\$8,160+\$34,618)*	\$42,778

Calculation for Male 60 year old spouse-Eliminated from Health Insurance

All Cost figures are estimated!!

Annual pre-65 benefit loss beginning 2010	\$5,500
Number of years remaining until age 65	X 5
Amount of loss prior to age 65	\$27,500
Annual post-65 benefit loss beginning 2014	\$5,500
Number of years between 65 and life expectancy	X 20.42
Amount of Loss after age 65	\$112,310
Total Lifetime Loss (\$27,500 + \$112,310)*	\$139,810

*Amount of Claim based on Retired employee and Spouse \$182,588


Darlene M. Schneider

01074332

Pg 55 of 93

APS0541886912

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)
☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)

Case No
 09-50026 (REG)
 09-50027 (REG)
 09-50028 (REG)
 09-13558 (REG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) SCHNEIDER DARLENE M

Name and address where notices should be sent

SCHNEIDER DARLENE M
 48611 LAKEVIEW E LOT 82
 SHELBY TOWNSHIP, MI 48317-2737

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number: _____
 (If known)

Filed on _____

Telephone number

586-254-0283

Email Address

dislandflower@aol.com

Name and address where payment should be sent (if different from above)

FILED - 36257
 MOTORS LIQUIDATION COMPANY
 F/K/A GENERAL MOTORS CORP
 SDNY # 09-50026 (REG)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

Telephone number

1 Amount of Claim as of Date Case Filed, June 1, 2009

\$ 69,900.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges

2 Basis for Claim

Reduction of Life Insurance

(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor: 4389

3a Debtor may have scheduled account as

(See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other Describe

Value of Property \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$

Basis for perfection

Amount of Secured Claim \$ Amount Unsecured \$

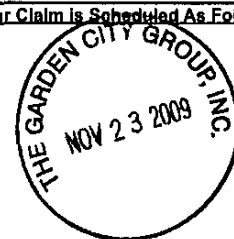
6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available, please explain in an attachment

Your Claim is Scheduled As Follows.



If an amount is identified above you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount

Specify the priority of the claim

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

☒ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()

Amount entitled to priority

\$

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

Date 11/18/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Darlene Schneider

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286. IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5 00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.



U.S. Benefit Modifications

Dear GM Retiree

As part of GM's announcements on June 1st, we acknowledged some of the significant sacrifices that our salaried employees and retirees will be making to support the reinvention of General Motors. We also communicated that we would be reducing the obligations for certain retiree benefits by roughly two-thirds.

We have now finalized the changes that we need to make in order to achieve the required two-thirds reduction. As promised, I am sharing this information with you as quickly as possible. These are very difficult changes to make, but unfortunately necessary to position the New GM to win – and win now. These changes are described below. As always, all benefits are at all times subject to the terms of each plan.

Basic Life Insurance in Retirement

For current retirees eligible for Basic Life Insurance in retirement (those whose service date was prior to January 1, 1993) the amount of Basic Life Insurance provided by GM is being reduced to \$10,000 (retirees with less than \$10,000 will remain at that level of life insurance). This change will be effective on the first of the month following the New GM sale closing.

Retirees impacted by these reductions will have an opportunity to supplement their remaining employer provided Basic Life Insurance by enrolling in a Voluntary Life Insurance program through MetLife. This program will not require "proof of good health". Enrollment for this program will be in the third quarter of this year.

During the first two years of participation in the program, the death benefit available will be equal to the amount of the premiums paid. Following two years of premium contributions, the full amount of coverage elected will be payable in the event of your death. Details regarding the program will be mailed to you from MetLife in the third quarter.

Non-Medicare Retiree Health Care

Effective January 1, 2010, the General Motors Salaried Health Care Program will be further modified for salaried retirees, surviving spouses and their eligible dependents. Individuals impacted by this change include:

- Salaried retirees, surviving spouses and their dependents eligible to enroll or who currently are enrolled in the GM Salaried Health Care Program, and
- Current employees who are eligible to enroll in the GM Salaried Health Care Program upon retirement.

The new plan design will include benefits and coverages for medical and prescription drugs only, and dental, vision, and extended care coverage will be cancelled. Cost sharing provisions (e.g., monthly contributions, deductibles, coinsurance and out of pocket maximums) will increase substantially.

Sometimes, in order to accurately describe a benefit plan, it is necessary to utilize technical terms. To help you better understand them, the following are brief definitions of some of the most commonly used terms. They are not meant to be all inclusive as each Plan or Program may have specific usages which may vary.

Programs for GM salaried retirees, referenced here are:

- Savings-Stock Purchase Program (S-SPP),
- Salaried Retirement Program (SRP),
- Salaried Health Care Program (SHCP), and
- Life and Disability Benefits Program.

Account — Assets credited to the participant in the trust established under the S-SPP.

Alternative Dental Plan (ADP) — A dental plan that provides services on pre-paid or fee-for-service basis to participants in a designated geographic area.

Ambulance Services — Medically necessary transportation and life support services furnished within the SHCP provisions to sick, injured, or incapacitated patients by a licensed ambulance provider meeting program standards, utilizing ambulance vehicles, and personnel recognized as qualified to perform such services at the time and place where rendered

Annual Base Salary — For the purposes of determining the amounts of various coverages, annual base salary means. (a) 12 times your monthly base salary, or (b) your annual earnings base, if you are compensated wholly or partially on a commission basis, and including any premium for necessary continuous seven-day operations immediately preceding your retirement.

Approved Facility or Treatment Program — a facility or a treatment program that has met criteria established by the carrier to provide certain services covered by the GM Health Care Program. The following are examples of facilities and treatment programs which must be approved by the applicable carrier for full benefits to be paid:

- hospitals
- skilled nursing facilities
- outpatient mental health facilities
- substance abuse treatment facilities
- outlets for prosthetic or orthotic appliances
- freestanding physical therapy facilities
- home health care programs
- hospice programs
- freestanding ambulatory surgical centers (FASCs)
- hemodialysis programs

In addition, certain services are not payable under the GM Health Care Program unless rendered by approved facilities or on approved equipment. Some services also must meet certain medical criteria. The following are examples of services which must be rendered by approved providers

- magnetic resonance imaging (MRI)
- extracorporeal shock wave lithotripsy (ESWL)

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GM FAMILY FIRST MEMBERS. GET TALKING AND SAVE! NOW YOU CAN SAVE UP TO 30% ON ALL ONSTAR HANDS-FREE CALLING PACKAGES LEARN MORE AT ONSTAR.COM. ALL BECAUSE YOU'RE FAMILY							
FICA-SS TAX \$ 2.92 FICA-HI TAX \$.68 ON \$ 47 17 OF LIFE INS.							
DRAFT/ DEPOSIT NO	PAY ENDING DATE	SOCIAL SECURITY NO	Paid Thru	OVERTIME Reg Hrs	Prem Hrs	FEDERAL TAX Status	No Exempt Supp Ded
5844	3/31/2007	*****4389				MARRIED	0
CURRENT PAY and DEDUCTIONS		AMOUNT	YEAR-TO-DATE	CURRENT PAY and DEDUCTIONS		AMOUNT	YEAR-TO-DATE
BASE SALARY		3325.50		FICA-HI TAX		47 81	299 68
HEALTH CARE		-54.50	-327 00	FEDERAL TAX		385 99	2572.94
FSA-HEALTH		-20 84	-125 04	MICHIGAN TAX		107 91	687 55
IMP INC LIFE INS			141.51	FIN PLANNING		17 00	51 00
BASIC PLUS		-133 00	798 00	CHARITY - 0047		15 00	90 00
ADDITIONAL PLUS		-67.00	399 00	TOTAL DEDUCTIONS		778 14	
GROSS PAY		3050 16	19470 47	NET PAY		2272 02	
FICA-SS TAX		204 43	1281 37				

CORPORATION	GENERAL MOTORS CORPORATION
ISSUE/DEPOSIT DATE	3/30/2007
NET PAY	2272 02
EMPLOYEE NAME	DARLENE M SCHNEIDER
EMPLOYEE MAILING ADDRESS	48611 LAKEVIEW EASTLOT 82 SHELBY TWSP., MI 48317-0000
ROUTING NO	27248576*
BANK ACCOUNT NO.	*****2-80
In accordance with your instructions a deposit has been made on the date indicated to the bank account designated by you in the amount of net pay reflected on the attached statement of earnings and deductions Notify your payroll department immediately in the event of a change in bank account number	

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AN (after-tax)

Your Monthly Contribution by Family Status

	Self	Self + Spouse/ Domestic Partner	Self + Child(ren)	Self + Family	Carrier Number
Delta Dental	\$8 00	\$15 00	\$18 00	\$23 00	800-870-9988
Care - MI (S)	\$8 00	\$15 00	\$18 00	\$23 00	800-870-9988
Concordia - MI (S)	\$8 00	\$15 00	\$18 00	\$23 00	800-937-6432
for Other GM Coverage	\$0 00	\$0 00	\$0 00	\$0 00	
	\$0 00	\$0 00	\$0 00	\$0 00	

as HMO requires the use of network dentists

AN (after-tax)

Your Monthly Contribution by Family Status

	Self	Self + Spouse/ Domestic Partner	Self + Child(ren)	Self + Family	Carrier Number
Vision (S)	\$1 00	\$2 00	\$2 00	\$3 00	800-638-0166
for Other GM Coverage	\$0 00	\$0 00	\$0 00	\$0 00	
	\$0 00	\$0 00	\$0 00	\$0 00	

PENDING ACCOUNTS (pre-tax)

responsibility to ensure that Health Care and/or Dependent Care Spending Account elections are consistent with your year 2007 eligible expenses, as defined under the plan. Any Health Care and/or Dependent Care Spending Account not used during the plan year are subject to forfeiture. Also, if you are married to another GM employee, the maximum per employee is \$2,500 if both employees are enrolled in coverage.

	Annual Minimum	Annual Maximum
Spending Account	\$48 00	\$5,000 00

INSURANCE

Option	Coverage Volume	Your Contribution Per Month
Insurance - Salaried 2 X Annual Base Salary	\$79,900	\$0 00

INSURANCE (after-tax)

Option	Coverage Volume	Your Contribution Per Month
Insurance - Salaried 1 X Annual Base Salary	\$79,900	\$34 36
Insurance - Salaried 2 X Annual Base Salary	\$159,700	\$68 67
		\$0 00

LIFE INSURANCE - SPOUSE (after-tax)

	Coverage Volume	Your Contribution Per Month
Insurance - Spouse	\$10,000	\$3 40
Insurance - Spouse	\$25,000	\$8 50
Insurance - Spouse	\$50,000	\$17 00
Insurance - Spouse	\$75,000	\$25 50
Insurance - Spouse	\$100,000	\$34 00
		\$0 00

in Texas, state law mandates that the amount of dependent life coverage you elect may not be greater than the employee life insurance coverage (Basic Life and Optional Life combined)

LIFE INSURANCE - CHILD (after-tax)

	Coverage Volume	Your Contribution Per Month
Insurance - Child	\$5,000	\$0 40
Insurance - Child	\$10,000	\$0 80
		\$0 00

Mrs Darlene Schneider
48611 Lakeview East
Shelby Township, MI 48317
586-254-0283
dislandflower@aol.com

November 18, 2009

Proof of Claim Motors Liquidation (General Motors Corporation)

Prior to the bankruptcy filing, salaried retirees have a Basic Life Insurance benefit equal to one year's base salary as of date of retirement. As announced following the bankruptcy filing, effective August 01, 2009, the Company reduced retiree Basic Life Insurance coverage to a maximum of \$10,000.

The loss of this coverage and amount of this claim is determined by the following calculation. The attached paperwork is attached as supporting evidence of the loss.

Annualized Salary at time of retirement: \$79,900

Current amount of Company provided Life Insurance- \$10,000

Value of Lost Life Insurance \$69,900

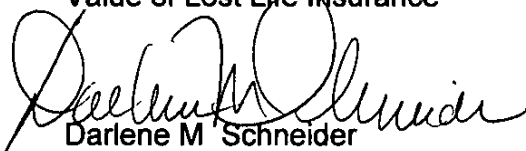

Darlene M. Schneider

Exhibit 4

02007067

APS0614819369



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)

- ☒ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem Inc (f/k/a Chevrolet-Saturn of Harlem Inc)

Case No

09-50026 (REG)
 09-50027 (REG)
 09-50028 (REG)
 09-13558 (REG)

Your Claim is Scheduled As Follows



NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) HICKMAN ROBERT R

Name and address where notices should be sent

HICKMAN, ROBERT R
 PO BOX 3894
 THOUSAND OAKS CA 91359-0894

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number (If known)

Filed on

Telephone number

805-491-3516

Email Address

RR.Hickman@PumpRunners.com

Name and address where payment should be sent (if different from above)

FILED - 51346
 MOTORS LIQUIDATION COMPANY
 F/K/A GENERAL MOTORS CORP
 SDNY # 09-50026 (REG)

Telephone number

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

If an amount is identified above you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount). If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor you do not need to file this proof of claim form EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED, UNLIQUIDATED or CONTINGENT a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions you need not file again.

1 Amount of Claim as of Date Case Filed, June 1, 2009

\$ 262,716⁰⁰

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9) complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges

2 Basis for Claim

LOSS OF RETIREMENT BENEFITS FROM BANKRUPTCY FILING

(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor

3a Debtor may have scheduled account as
 (See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other
 Describe

Value of Property \$ 262,716⁰⁰ Annual Interest Rate 0 %

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$

Basis for perfection

Amount of Secured Claim \$ 262,716⁰⁰ Amount Unsecured \$

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of redacted on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available, please explain in an attachment

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount

Specify the priority of the claim

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

☒ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()
 Amount entitled to priority

\$ 262,716⁰⁰
 *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

Date

11/18/2009

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Robert R. Hickman

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL, THE GARDEN CITY GROUP INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; IF BY HAND OR OVERNIGHT COURIER, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTIAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 PM (PREVAILING EASTERN TIME).

Court Name of Debtor and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee, or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a. Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS, below.) Attach documentation supporting such claim.

6. Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary, FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it, FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (RFG)
MLCS, LLC (f/k/a Saturn LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc., as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name, and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

November 18, 2009
Robert R. Hickman

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK --- CASE# 09-50026

I, was employed by General Motors Corporation as a a Salaried Employee for 40 years November 1968 to November 2008

At the end of my 40th year, I was presented with a General Motors Salaried Employee Retirement Offer, which I accepted
This General Motors Sponsored Salaried Retirement Offer, included a continuation of my Salaried GM/Employee paid Medical, Vision, Dental, Long Term Care, Extended Care, Life Insurance and Prescription Drug Benefits

As a 40 year salaried employee, General Motors sponsored this Medical and Life Insurance Program, with an Employee Co-Pay
I have contributed to these required Co-Pays each and every year, with uninterrupted employee contributions and deductibles

Without warning, and without the benefit of other options, or financial recovery, General Motors cancelled my Salaried Medical and Life Insurance Coverage, which was a stated, and mutually agreed benefit of the Salaried GM Retirement Offer

After 40 years of participation, I have lost the agreed Salaried Retirement Coverage

I would have never considered, nor accepted this General Motors Salaried Retirement Offer, if there was any anticipated loss of Medical or Life Insurance Benefits These Benefits were clearly spelled out in the General Motors Salaried Retirement Offer
Without this provision, I would have remained in my prior position
My prior Position still exist, exactly as when I held it, and I could have remained in that position, and maintained my Medical and Life Insurance Coverage's

However, by agreeing to the Salaried Retirement Offer, General Motors eliminated these coverage's within six months of accepting the Salaried Retirement Offer, which clearly provided these stated coverage's

Retirement Benefits stated in the Mutual Retirement Offer, were eliminated in violation of the General Motors Salaried / Employee signed agreement

My signed Retirement Offer, included these Accumulated Salaried Benefits, which I had worked for during my 40 years of General Motors employment, and contributed to, during the required years, and in the required monetary amounts
I believe I am entitled to full re-instatement of the Benefits stated in the signed GM Retirement Offer, or monetary compensation in lieu of the violation of the GM Salaried Retirement Agreement

• **Loss of General Motors Salaried Retirement Benefits Currently Due:**

Robert R. Hickman

Laurie P. Hickman

Basic Life Insurance (Basic Life) paid by Employer	\$121,000.00	\$121,000.00 (Beneficiary)
Current Amount of Life Insurance paid by Employer	\$10,000.00	\$10,000.00 (Beneficiary)
Amount of Employee Life Insurance Loss from GM	\$111,000.00 (loss)	\$111,000.00 (loss) (Beneficiary)

Medical
Prescription Drugs
Vision
Dental
Extended Care

Medical Loss (Summary)	(prior to age 65) \$1360.00	\$117,760.00 (Includes prior to and after age 65)
	(life expectancies after age 65) \$32,596.00	

- **TOTAL SALARIED MEDICAL AND LIFE INSURANCE LOSS FOR ROBERT R. HICKMAN**
- **CLAIM TOTAL DUE TO ELIMINATION OF GENERAL MOTORS SALARIED RETIREMENT BENEFITS.**
- **\$262,716.00**

1. Was employed by Central Mail Co. as a letter carrier, 1968 to 1970 (see page 20)

At the end of my 20th year I was presented with a Certificate of Appreciation from the Retirement Office which I treasure.

[illegible]

and the force Covenant was stated, "I am a Jew, a Jew of the Old Testament, a Jew of the Old Testament, and with out the benefit of other of the of financial recovery. (I am a Jew, a Jew of the Old Testament, a Jew of the Old Testament, and with out the benefit of other of the of financial recovery.)"

After a course of psychotherapy I have lost the desire to be a religious person.

1. I have been advised that the following information is being provided to you for your information only. It is not intended to be used for any other purpose.

[illegible]

Employee and address are
 Retirement Benefits listed in the Mutual Retirement Office of the General Motors (Canada)

I signed Retirement Officer included these Accumulated Salary Benefits which I had worked for during the 40 years of General Motors employment and contributed to during the period between 1967 and 1980. I was paid monthly retirement benefits of \$1,000 per month from January 1981 until my death in March 1982.

1 Robert R. Hickman 2
1 Anne D. Hickman 2

Current Amount of Life Insurance paid by Employer \$10,000.00	\$10,000.00
Basic Life Insurance (Basic Life) paid by Employer \$19,741.00	\$19,741.00
Total	\$29,741.00

Amount of Employee Life Insurance Loss from ON 241,000.00 (loss) 241,000.00 (loss) (Expense)

Medical
Prescription Drug
Vision
Dental

94EC 1 129.7

1950-1951

JO. 26: 908 (50) - 1774 2 10/10/10/10/10

12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045

FOR TOTAL SALARIED MEDICAL AND LIFE INSURANCE

CLAIM TOTAL DUE TO ELIMINATION OF GENERAL OFFICER'S SALARIED RETIREMENT BENEFIT:

CadillacBob

From: <communications@gmret.org>
To: "Robert Hickman" <cadillacbob1968@roadrunner.com>
Sent: Sunday, November 01, 2009 11:52 AM
Subject: Email Alert - Salaried Retiree Loss Calculations



The GMRA leadership team has completed development of guidance for our members on loss calculation and filing of claims in the GM bankruptcy.

Included below in this message is the material you will need to determine your losses. As you perform your loss calculations, remember that the health care calculation is per person, so don't forget to calculate and include the losses for your spouse or other dependent(s).

To provide further assistance with completing your forms, a sample Proof of Claim form has been posted to the GMRA website. The example given is for a life insurance loss. You would complete the form for a health insurance loss in the same way, using your calculated loss total in Item #1 and the verbiage "Value of diminished/cancelled (whichever applies to you) health insurance", or similar words, in Item #2.

In Item #3, GMRA recommends use of the last four digits of your Social Security Number, by which Motors Liquidation can identify you as a retiree of General Motors Corporation. Note that Item #7 indicates you should attach copies of documents that support your claim. Such documentation might include a copy of a GM or Metropolitan confirmation of insurance amount prior to June 1, 2009. Send copies only. In the absence of documents, such as in the health insurance loss, attach an explanation. This might include a description of your calculations. Your claim may or may not be considered if you fail to attach support for your claim. Finally, don't forget to date and sign your claim!

The address for first-class mailing of your Proof of Claim form is

The Garden City Group, Inc

Attn: Motors Liquidation Company Claims Processing

P.O. Box 9386

Dublin, Ohio 43017-4286

Your claims must be actually received by The Garden City Group on or before the Bar Date of November 30, 2009,

11/22/2009

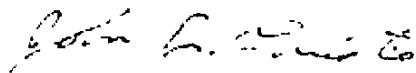
to be considered timely filed. If you wish to receive an acknowledgement of your filing, you must provide a self-addressed, stamped envelope and a copy of the proof of claim form(s) when you submit your claim

Your GMRA leadership team is striving to provide value to our members by providing this guidance, which we have reserved exclusively for GMRA members. Accordingly, this message will not be posted on the website. Should you inadvertently delete your message, we'll be happy to send an additional communication upon request

We hope you will find this information easy to understand and apply to your own situation. Please help us continue to grow GMRA by letting your active and retired GM friends and family know about our work on behalf of GM retirees

Thanks again for your membership and support!

<!--[endif]-->All the best,



<!--[if !vml]-->

Salaried Retiree Loss Calculations for GM Bankruptcy Claim Filing

Since the GM Bankruptcy Proof of Claim letters were mailed out many GMRA members have requested our recommendations on filing individual claims for loss. While every retiree has a unique situation, and we can't possibly respond to each individual, we can suggest some general guidelines for you to consider in measuring your loss, and for filing your claim. Typical loss categories include Life Insurance, Health Insurance (including Medical, Prescription, Dental, Vision and Extended Care Coverage) and Executive Supplemental programs. We recommend filing a separate claim for every loss category that applies to your situation.

Note: the filing deadline for receipt by Motors Liquidation is November 30, 2009, so you should act quickly if you wish to file a claim.

While GMRA can't give legal or financial counsel, we believe that it can't hurt to file if you feel you have lost significant value. However, you should know that the Unsecured Creditors' Committee of the Motors Liquidation Company ("old GM") will be sorting through literally thousands of claims, and it is generally expected at this time that claimants will only receive pennies on the dollar – if anything at all.

For the purposes of this letter, we will focus on health benefits and life insurance, because those two areas impact nearly all salaried retirees. Retirees may also consider filing for losses in pension or other benefit programs impacted by the bankruptcy and in the period leading up to the bankruptcy. For example, Health Care benefits were eliminated for all retirees over 65 on January 01, 2009, just five months prior to the bankruptcy filing. Although this preceded the actual bankruptcy filing, the action was effected at a time during which General Motors was insolvent, as illustrated by the federal loans that began to support the company in December 2008. Similarly, many executives were severely impacted by changes in their non-qualified supplemental programs both before and after the bankruptcy filing date.

In the next sections of this letter, you will find step-by-step guides on how to calculate losses for health benefits and life insurance. Following these samples, you will find a table wherein GMRA has completed the health benefits calculation for your convenience. Just find your age as of January 1, 2009, and read across to view your Loss

11/22/2009

Calculation Total This table is based on the Social Security Administration's period life table which predicts longevity based on gender and current age (Please visit <http://www.ssa.gov/OACT/STATS/table4c6.html> to learn more about the Social Security Administration's period life table) We suggest that the SSA table be used as a reference for any separate loss calculations you may initiate

GMRA will continue to investigate other options -- legal and otherwise -- on behalf of salaried retirees In the meantime, use your best judgment on whether this applies to your personal situation, or, if appropriate, consult your attorney for more specific advice regarding your circumstances If you no longer have your form and wish to submit a claim or your attorney advises you to submit a claim, the form can be obtained here:
<http://www.motorsliquidation.com> or <http://www.uscourts.gov/bkforms>.

Life Insurance

Prior to the bankruptcy filing, salaried retirees had a Basic Life Insurance benefit equal to one year's base salary as of date of retirement As announced following the bankruptcy filing, effective August 01, 2009, the Company reduced retiree Basic Life Insurance coverage to a maximum of \$10,000 While many retirees continue to pay for Optional and/or Dependent Life Insurance for themselves, their spouse, or their dependents after this date, the amount of the loss in Company-paid life insurance on the retiree should, in our opinion, be claimed as a loss

The simplest method to calculate your loss would be to determine the amount of Company-provided Basic Life Insurance in effect prior to the August 1, 2009, reduction Typically, this would be equivalent to the annualized salary of the employee in effect at the time of retirement From this amount, simply subtract \$10,000 The difference is the amount that you have lost in the value of your life insurance If an employee / retiree has died since the implementation of any of these reductions, a claim should be completed by the surviving spouse or the executor of the estate

Sample Calculation

Annualized Salary at time of retirement	\$65,000
Current amount of Company provided Life Insurance	- \$10,000
Value of Lost Life Insurance	\$55,000

Health Care Benefit Losses

For those retirees and/or surviving spouses less than 65 years of age, GM recently announced a substantial increase in cost for continued participation in the GM plan, which also underwent significant plan modifications Since those under 65 have not completely lost GM-paid health care coverage, it is necessary to first determine a value for the loss prior to age 65, then add that amount to the loss of all coverage beginning at 65 and through the remainder of your life expectancy

11/22/2009

For those who lost health care coverage prior to the bankruptcy filing, consider using the actual date you lost the GM benefit as the start date for calculating your loss. For many this was Jan 01, 2009, or the month in which you became Medicare eligible

Calculate the amount of loss for the retiree, spouse, and dependents separately, and then add the individual losses to determine the total loss

Based on information recently provided by General Motors Company, the average cost of health care for Medical, Prescription, Dental, Vision, and Extended Care Coverage to the company under the salaried cap implemented in 2006/7 was \$5500. Based on the announced modifications, the Company has revised the cap and the new average cost to GM to provide GM-paid health care is \$4140 annually. GMRA recommends calculating the loss for health care using the difference between these figures, or \$1360 per year, per person under 65.

Beginning at 65, the loss per year, per person, would be \$5500 minus the \$3600 annual Level Benefit through life expectancy, or \$1900. This is only one method of determining your health care loss. If you have estimated costs for your unique situation, consider using those in your calculations.

Sample Calculation for a Male 58 year old retiree

All cost figures shown below are estimated!

Annual pre-65 benefit loss beginning 2010	1360
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Number of years remaining until age 65	<u>X 7</u>
--	------------

Amount of loss prior to age 65	\$9520
--------------------------------	--------

Add this amount to the estimate of health care benefit loss from age 65 until full life expectancy

Annual post-65 benefit loss beginning 2017	\$1900
--	--------

Number of years between 65 and full life expectancy	<u>X 14.97</u>
---	----------------

Amount of loss after age 65	\$28,443
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Total Lifetime Loss	\$37,963
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Dental Coverage

Included in health care calculation above

Vision Coverage

Included in health care calculation above

Extended Care Coverage (ECC)

Included in health care calculation above

SSA Actuarial Table Data
<http://www.ssa.gov/OACT/STATS/table4c6.html>

Exact Age as of Jan 1, 2009	Life Expectancy Male	Total	Life Expectancy Female	Total
45	32 81	\$51,539	36 79	\$59,101
46	31 93	\$50,407	35 87	\$57,893
47	31 06	\$49,294	34 96	\$56,704
48	30 2	\$48,200	34 05	\$55,515
49	29 34	\$47,106	33 14	\$54,326
50	28 49	\$46,031	32 24	\$53,156
51	27 65	\$44,975	31 35	\$52,005
52	26 83	\$43,957	30 46	\$50,854
53	26	\$42,920	29 57	\$49,703
54	25 19	\$41,921	28 69	\$48,571
55	24 37	\$40,903	27 82	\$47,458
56	23 57	\$39,923	26 94	\$46,326
57	22 77	\$38,943	26 08	\$45,232
58	21 97	\$37,963	25 22	\$44,138
59	21 19	\$37,021	24 37	\$43,063
60	20 42	\$36,098	23 53	\$42,007
61	19 66	\$35,194	22 7	\$40,970
62	18 91	\$34,309	21 88	\$39,952
63	18 17	\$33,443	21 08	\$38,972
64	17 44	\$32,596	20 28	\$37,992
65	16 73	\$31,787	19 49	\$37,031
66	16 02	\$30,438	18 7	\$35,530
67	15 32	\$29,108	17 93	\$34,067
68	14 63	\$27,797	17 17	\$32,623
69	13 96	\$26,524	16 42	\$31,198
70	13 3	\$25,270	15 69	\$29,811
71	12 66	\$24,054	14 97	\$28,443
72	12 04	\$22,876	14 27	\$27,113
73	11 43	\$21,717	13 58	\$25,802
74	10 84	\$20,596	12 9	\$24,510
75	10 26	\$19,494	12 24	\$23,256
76	9 7	\$18,430	11 59	\$22,021
77	9 15	\$17,385	10 96	\$20,824
78	8 63	\$16,397	10 34	\$19,646
79	8 11	\$15,409	9 74	\$18,506
80	7 62	\$14,478	9 16	\$17,404
81	7 14	\$13,566	8 59	\$16,321
82	6 68	\$12,692	8 04	\$15,276

Exact Age as of Jan 1, 2009	Life Expectancy Male	Total	Life Expectancy Female	Total
83	6 24	\$11,856	7 52	\$14,288

11/22/2009

CadillacBob

From: <communications@gmret.org>
To: "Robert Hickman" <cadillacbob1968@roadrunner.com>
Sent: Tuesday, November 03, 2009 6:16 AM
Subject: bankruptcy claim update

GMRA

IMPORTANT UPDATE TO

Salaried Retiree Loss Calculations for GM Bankruptcy Claim Filing

In the Health Care Benefit Losses section of GMRA's November 1 Email Alert, a clarification must be made to the following paragraph, which immediately preceded the sample calculation. The change is identified by blue font:

Beginning at 65, the loss per year, per ~~person~~ retiree, would be \$5500 minus the \$3600 annual Level Benefit through life expectancy, or \$1900. Since only the retiree/surviving spouse receives this benefit offset payment, the annual loss for a spouse or eligible dependent would be the full \$5500. This is only one method of determining your health care loss. If you have estimated costs for your unique situation, consider using those in your calculations.

Similarly, the table included in the original message is fully accurate only for the GM retiree/surviving spouse, understating the loss for a spouse / dependent. An additional table follows to address these losses.

If you have already filed your claim, you may file an amended claim by submitting an additional form. Check the box in the section to the right of your name and address to indicate your submission is an amendment.

GMRA apologizes for this oversight in our original guidance and any resulting inconvenience to our members.

11/22/2009

Spouse/Dependent Health Care Insurance Calculations

SS Actuarial Table

<http://www.ssa.gov/OACT/STATS/table4c6.html>

Exact Age as of Jan 1, 2009	Male Life Expectancy	Total
45	32 81	\$97,655
46	31 93	\$96,955
47	31 06	\$96,310
48	30 2	\$95,720
49	29 34	\$95,130
50	28 49	\$94,595
51	27 65	\$94,115
52	26 83	\$93,745
53	26	\$93,320
54	25 19	\$93,005
55	24 37	\$92,635
56	23 57	\$92,375
57	22 77	\$92,115
58	21 97	\$91,855
59	21 19	\$91,705
60	20 42	\$91,610
61	19 66	\$91,570
62	18 91	\$91,585
63	18 17	\$91,655
64	17 44	\$91,780
65	16 73	\$92,015
66	16 02	\$88,110
67	15 32	\$84,260
68	14 63	\$80,465
69	13 96	\$76,780
70	13 3	\$73,150
71	12 66	\$69,630
72	12 04	\$66,220
73	11 43	\$62,865
74	10 84	\$59,620
75	10 26	\$56,430
76	9 7	\$53,350
77	9 15	\$50,325
78	8 63	\$47,465
79	8 11	\$44,605
80	7 62	\$41,910
81	7 14	\$39,270
82	6 68	\$36,740
Exact Age as of Jan 1, 2009	Male Life Expectancy	Total
83	6 24	\$34,320

Female Life Expectancy	Total
36 79	\$119,545
35 87	\$118,625
34 96	\$117,760
34 05	\$116,895
33 14	\$116,030
32 24	\$115,220
31 35	\$114,465
30 46	\$113,710
29 57	\$112,955
28 69	\$112,255
27 82	\$111,610
26 94	\$110,910
26 08	\$110,320
25 22	\$109,730
24 37	\$109,195
23 53	\$108,715
22 7	\$108,290
21 88	\$107,920
21 08	\$107,660
20 28	\$107,400
19 49	\$107,195
18 7	\$102,850
17 93	\$98,615
17 17	\$94,435
16 42	\$90,310
15 69	\$86,295
14 97	\$82,335
14 27	\$78,485
13 58	\$74,690
12 9	\$70,950
12 24	\$67,320
11 59	\$63,745
10 96	\$60,280
10 34	\$56,870
9 74	\$53,570
9 16	\$50,380
8 59	\$47,245
8 04	\$44,220
Female Life Expectancy	Total
7 52	\$41,360

11/22/2009

84	5 82	\$32,010	7 02	\$38,610
85	5 41	\$29,755	6 54	\$35,970
86	5 03	\$27,665	6 08	\$33,440
87	4 67	\$25,685	5 65	\$31,075
88	4 34	\$23,870	5 25	\$28,875
89	4 02	\$22,110	4 87	\$26,785
90	3 72	\$20,460	4 52	\$24,860
91	3 45	\$18,975	4 19	\$23,045
92	3 2	\$17,600	3 89	\$21,395
93	2 97	\$16,335	3 61	\$19,855
94	2 77	\$15,235	3 36	\$18,480
95	2 59	\$14,245	3 13	\$17,215
96	2 43	\$13,365	2 93	\$16,115
97	2 29	\$12,595	2 75	\$15,125
98	2 16	\$11,880	2 58	\$14,190
99	2 05	\$11,275	2 43	\$13,365
100	1 94	\$10,670	2 29	\$12,595
101	1 83	\$10,065	2 15	\$11,825
102	1 73	\$9,515	2 02	\$11,110
103	1 63	\$8,965	1 89	\$10,395
104	1 54	\$8,470	1 77	\$9,735
105	1 45	\$7,975	1 66	\$9,130
106	1 37	\$7,535	1 55	\$8,525
107	1 28	\$7,040	1 44	\$7,920
108	1 21	\$6,655	1 34	\$7,370
109	1 13	\$6,215	1 25	\$6,875
110	1 06	\$5,830	1 16	\$6,380
111	0 99	\$5,445	1 07	\$5,885
112	0 92	\$5,060	0 99	\$5,445
113	0 86	\$4,730	0 91	\$5,005
114	0 8	\$4,400	0 84	\$4,620
115	0 74	\$4,070	0 76	\$4,180
116	0 68	\$3,740	0 7	\$3,850
117	0 63	\$3,465	0 63	\$3,465
118	0 58	\$3,190	0 58	\$3,190
119	0 53	\$2,915	0 53	\$2,915

If you do not wish to receive emails from GMRA, [click here](#)

11/22/2009

Response to Objection

I am a claimant in the General Motors bankruptcy case (Claim #36256, and #36257), and filing my Objection to Eighty-Third Omnibus Objection to Claims that "Claims to be Disallowed and Expunged."

I respectfully request that the court re-consider that General Motors retains the unilateral right to withhold or eliminate benefits promised to employees during the lifetime career and then post retirement, leaving employee in a vulnerable financial and hardship position based upon these decisions.

Furthermore, it would be greatly appreciated if the court would allow hardship cases to be heard individually and consider a settlement that would bestow compensation that would allow the party to prepare other options or changes that would improve their financial position. In my case, the compensation would provide some funding necessary to provide for alternative income to make up the difference for what I have lost. The job market is not conducive to hiring an employee at age sixty, and I also worry what lays ahead in my future should General Motors decide to reduce or eliminate additional retirement benefits and/or should our pension fund see a great decline or be taken over by the Pension Benefit Guarantee Corporation (PBGC).

For most of my career, GM would prepare a "Personal Total Compensation Summary," which stated that the benefits were part of my total compensation. Of course there was the usual disclaimer, but it was taken as a "legalese," because I don't remember this disclaimer being stated in meetings or discussions as a warning or reminder and it appeared that our leaders were expecting the same, plus there were generations before us who did have what we were promised, so why would we expect anything different.

Total compensation was always portrayed as something to count on and plan for my family's future and my retirement. These communications came most recently from GM Officer and Human Resources Vice President Katy Barclay. It emphasizes those benefits that offer health care and financial protection to you and your family in the event of illness, injury or death. In addition, it provides important information for planning a secure and successful retirement. These statements which I trusted in General Motors Management was the basis for having a 37 year career with General Motors Corporation, not for the salary (\$79,000), but for the benefits that would protect our family and myself and disabled spouse in retirement. I took a voluntary retirement due to the health condition of my husband, and we are looking towards open heart surgery in the near future as my husband's health continues to deteriorate.

The reduction in retirement benefits has caused distress and hardship because my husband has been totally and permanently disabled for virtually most of our married life, and receives Medicare (disability). In January, my husband was eliminated from GM health care because he is receiving Medicare, but was promised compensation for these benefits in our pension check, however since he is under the age of 65, we do not receive any compensation for this loss and now we also have to pay for Medicare supplement (\$183/month) for my husband in addition to my own out of pocket expenses (\$3,500) for health care and medication that are no longer covered by the selected health care provider.

In addition, my life insurance benefit was to be equal to one year salary at the time of retirement. This amount was planned to compensate the difference of the reduction of my pension benefit to my spouse in the case that I predecease him. As announced following the bankruptcy filing, effective August 1, 2009, the company reduced retiree Basic Life Insurance coverage to a maximum of \$10,000.

No mention was ever made by the company to reverse their decision should the new company become profitable. General Motors was required to reduce their costs due to the bankruptcy proceedings, but retired employees should not have to suffer a lifetime for the brunt of these past losses. As it is, the bankruptcy greatly affected our retirement savings with the loss on the stock market and our investment in General Motors in stock and stock options. During my career, Stock Options were given in lieu of monetary award, but could not be sold for five years at which time the bankruptcy occurred and was also taken as a loss.

I hope you will consider my plea with the utmost consideration as it is a life altering decision. My Claim #36256 in the amount of \$182,588 for the loss of Health Insurance Coverage and Claim #36257 in the amount of \$69,900 for the loss of Basic Life Insurance coverage.

Darlene M. Schneider

Exhibit 5



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)
☐ Motors Liquidation Company (f/k/a General Motors Corporation)
☐ MLCS, LLC (f/k/a Saturn, LLC)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)
☐ MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)

Case No
09-50026 (REG)
09-50027 (REG)
09-50028 (REG)
09-13558 (REG)

NOT: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property) BELLAIRE, LINDA K

Name and address where notices should be sent
BELLAIRE, LINDA K
1210 LAKE SHORE BLVD
LAKE ORION, MI 48362-3907

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number _____
(If known)

Filed on _____

Telephone number

Email Address dollvintage@email.com

Name and address where payment should be sent (if different from above)

FILED - 62922
MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

Telephone number

1 Amount of Claim as of Date Case Filed, June 1, 2009

\$ 743,073

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges

2 Basis for Claim Employee supplemented benefit program + contribution based benefits
(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor 4087

3a Debtor may have scheduled account as _____
(See instruction #3a on reverse side)

4. Secured Claim (See instruction #4 on reverse side)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Equipment ☐ Other Describe

Value of Property \$ _____ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____

Basis for perfection _____

Amount of Secured Claim \$ _____ Amount Unsecured \$ _____

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side)

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available, please explain in an attachment

Your Claim is Scheduled As Follows.



If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS. If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount

Specify the priority of the claim

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)

☒ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

☐ Up to \$2,425* of deposits toward purchase lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()

Amount entitled to priority

\$ 241,020

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

Date 11/24/09

Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Linda K Bellaire

FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent, The Garden City Group, Inc., are not authorized and are not providing you with any legal advice.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, P.O. BOX 9386, DUBLIN, OH 43017-4286; **IF BY HAND OR OVERNIGHT COURIER**, THE GARDEN CITY GROUP, INC., ATTN: MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT, SDNY, ONE BOWLING GREEN, ROOM 534, NEW YORK, NEW YORK 10004. **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number

These Chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009. You should select the debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1 Amount of Claim as of Date Case Filed

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2 Basis for Claim

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor, if any.

3a Debtor May Have Scheduled Account As

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4 Secured Claim

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5 Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a)

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

For claims pursuant to 11 U.S.C. § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases. (See DEFINITIONS below.) Attach documentation supporting such claim.

6 Credits

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7 Documents

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. The Debtors in these Chapter 11 cases are:

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS, LLC (f/k/a Saturn, LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)	09-13558 (REG)

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with The Garden City Group, Inc. as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be

paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's

tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim


To receive acknowledgment of your filing from The Garden City Group, Inc., please provide a self-addressed, stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group, Inc.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Additional Information

If you have any questions with respect to this claim form, please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation.com.

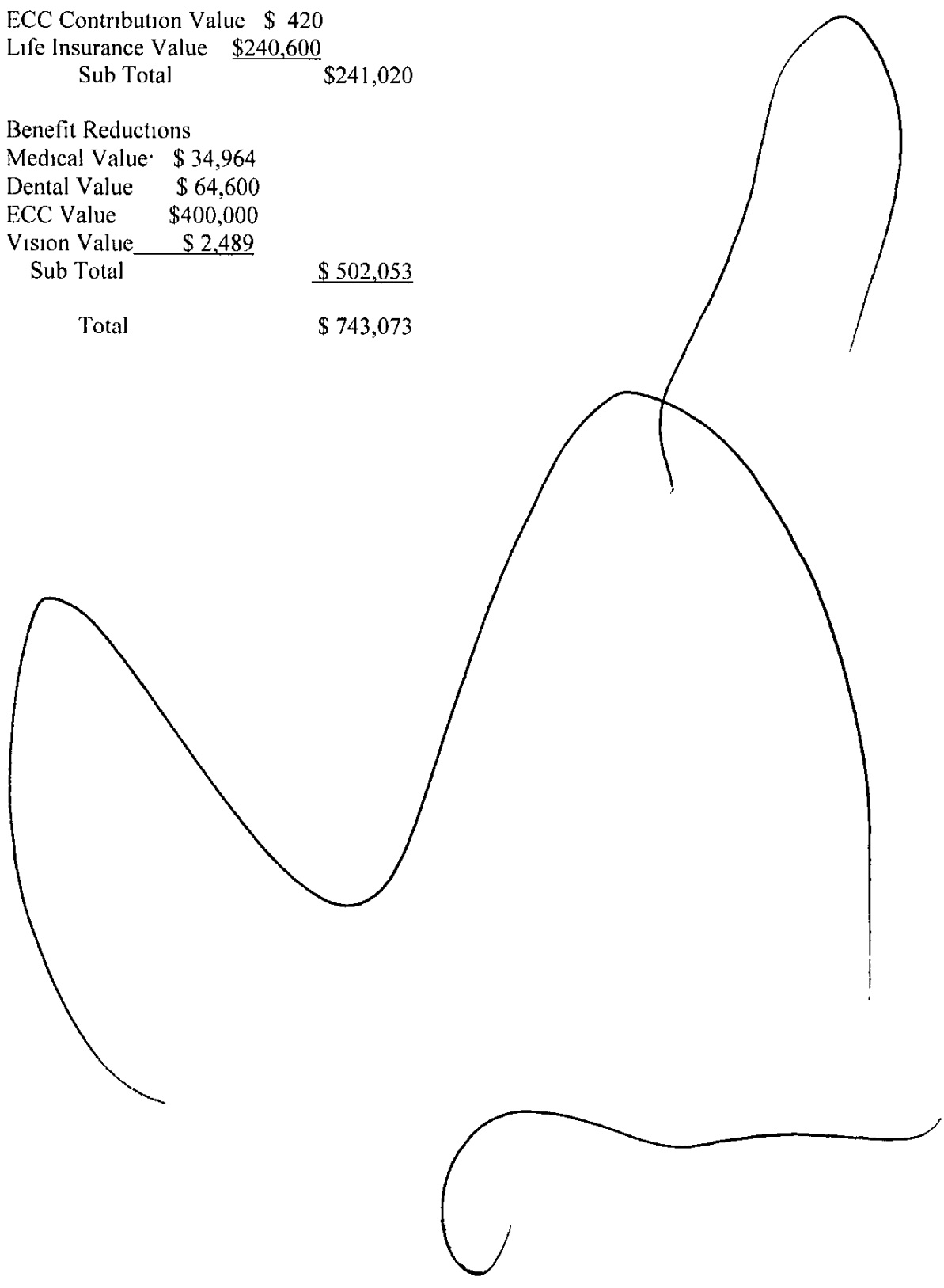
1/11 


Bankruptcy Claim Summary

ECC Contribution Value \$ 420
Life Insurance Value \$240,600
Sub Total \$241,020

Benefit Reductions
Medical Value \$ 34,964
Dental Value \$ 64,600
ECC Value \$400,000
Vision Value \$ 2,489
Sub Total \$ 502,053

Total \$ 743,073



2/11 

Due to the Federally induced bankruptcy of General Motors, my contribution to Extended Care Coverage, an employee-supplemented benefit, has been suspended. This coverage, had to be maintained for it to continue to apply, in other words, if the benefit was declined, it could never be reinstated.

I upheld my contractual requirements, by continuing my contributions, General Motors has not

I have been making contributions to this benefit since 1/1/2003 that will continue 'til 12/31/2009

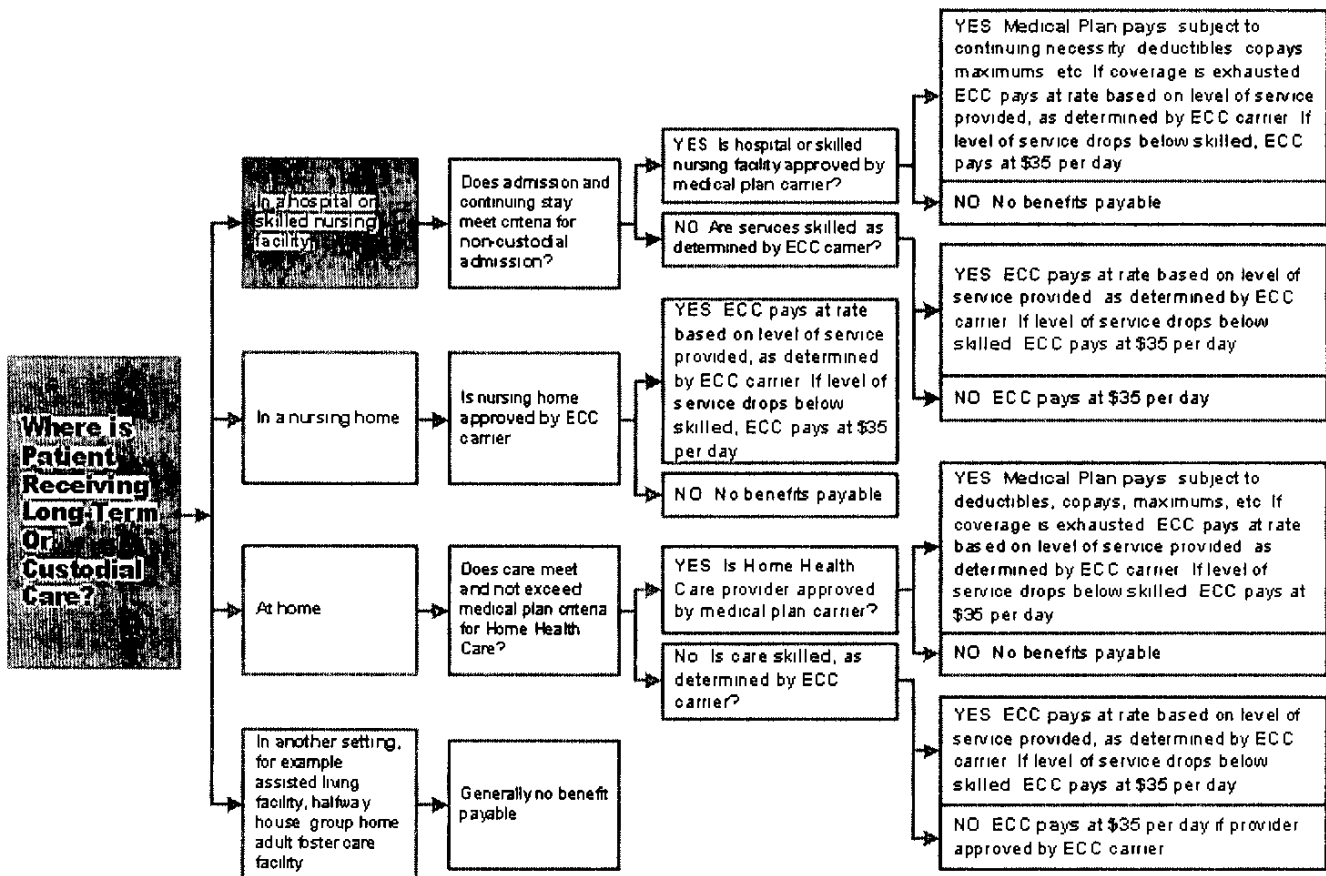
The dollar value of my contributions to this benefit will be totaling \$420 by 12/31/09

2009	\$60
2008	\$60
2007	\$60
2006	\$60
2005	\$60
2004	\$60
2003	<u>\$60</u>
	\$420

\$5 / mo / per year / individual
per GM annual benefits
Publication. Contributions
confirmed by Met Life per
phone 11/20/09. JLB

3/11

Extended Care Coverage



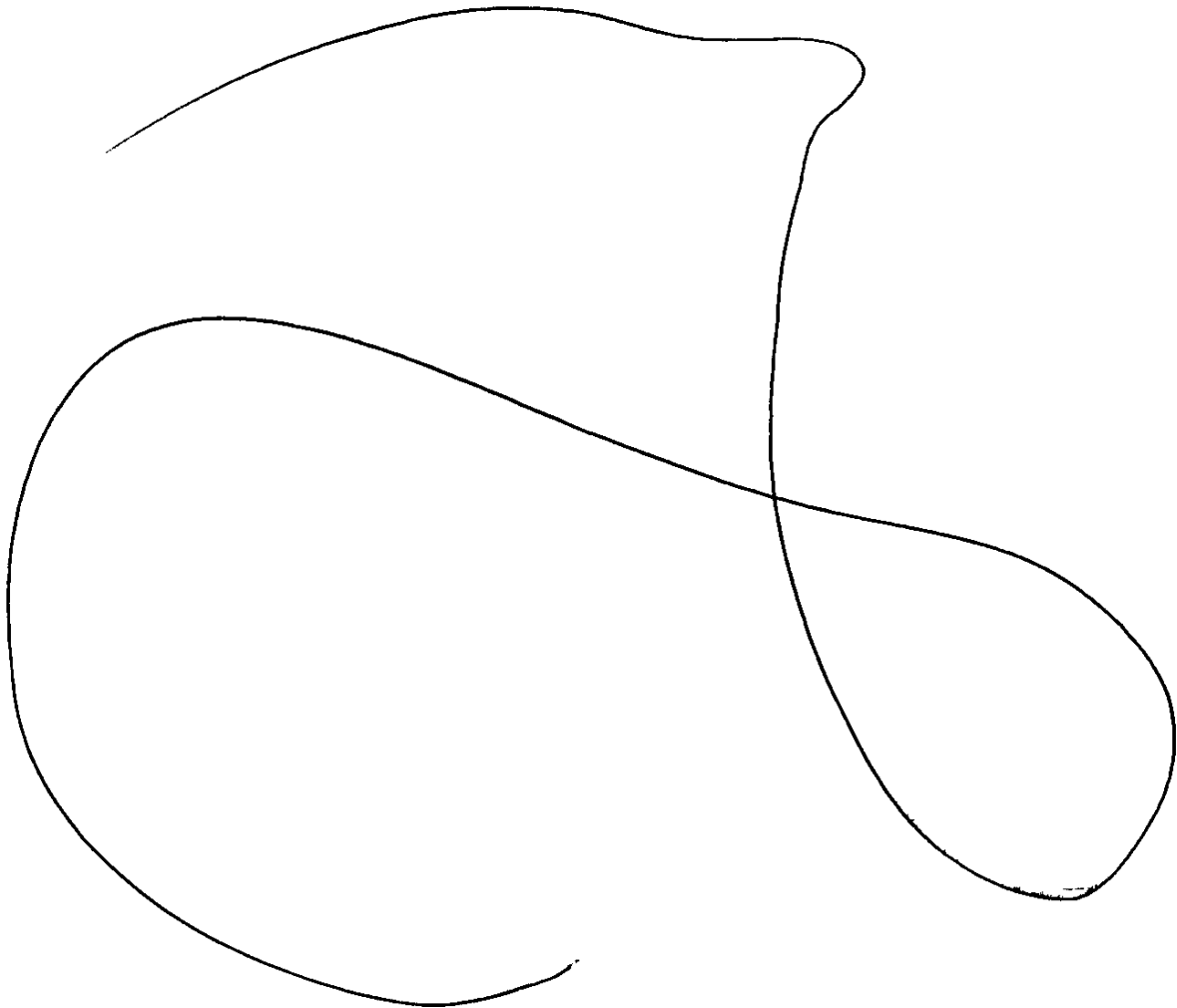
Total annual benefit
\$50,000 / year / individual.

9/11

Due to the Federally induced bankruptcy of General Motors, my ECC coverage is being eliminated. This coverage was provided as a result of my 35 year employment and was a continuation of compensation, not just a benefit of being a retiree. Therefore, I upheld my contractual requirements by continuing my employment and subsequent retirement and contribution to this benefit, prior to the bankruptcy filing.

The estimated value of this benefit at \$50,000 per year with a life expectancy of 92 years, commencing at 85 would be valued at 8 years X \$50,000=

\$400,000

A large, stylized, handwritten signature or scribble, possibly reading "S" or "S.", is drawn across the lower half of the page.

Due to the Federally induced bankruptcy of General Motors, my life insurance, the result of a salaried employee compensation package, has been reduced by \$240,600. This coverage was provided as a result of my 35 year employment and was a continuation of compensation, not just a benefit of being a retiree. Therefore, I upheld my contractual requirements by continuing my employment and subsequent retirement prior to the bankruptcy filing.

The pre August 1, 2009 value of the policy was \$250,600, this has been reduced to \$10,000 a difference of \$240,600.

This level of reduction is not stated as allowed by the policy in place at my retirement. And none of them apply now or at the time of reduction.

"The benefits available to you and your eligible survivors are those provided under the Life and Disability Benefits Program in effect when you last worked for General Motors."

**Disqualification,
Ineligibility, Denial,
Loss, Forfeiture,
Suspension, Offset,
Reduction or
Recovery of Benefits**

The following circumstances may result in disqualification, ineligibility, denial, loss, offset, suspension, reduction or recovery of benefits. The circumstances include but are not limited to: insufficient length of service, insufficient credited service, Impartial Medical Opinion Examinations, offsets due to Social Security, workers' compensation, and retirement benefits, failure to comply with program eligibility rules, falsification of disability claim forms, gainful employment, termination of the plan, any benefit plan overpayments due to any reason, and end of continuance period, and state of residence.

*Prior insurance
value confirmed
by Met Life
on 11/20/09 to
be \$250,600.*

JFB

6/11

Due to the Federally induced bankruptcy of General Motors, my Medical coverage is being substantially modified to my detriment. This coverage was provided as a result of my 35 year employment and was a continuation of compensation, not just a benefit of being a retiree. Therefore, I upheld my contractual requirements by continuing my employment and subsequent retirement and contribution to this benefit, prior to the bankruptcy filing.

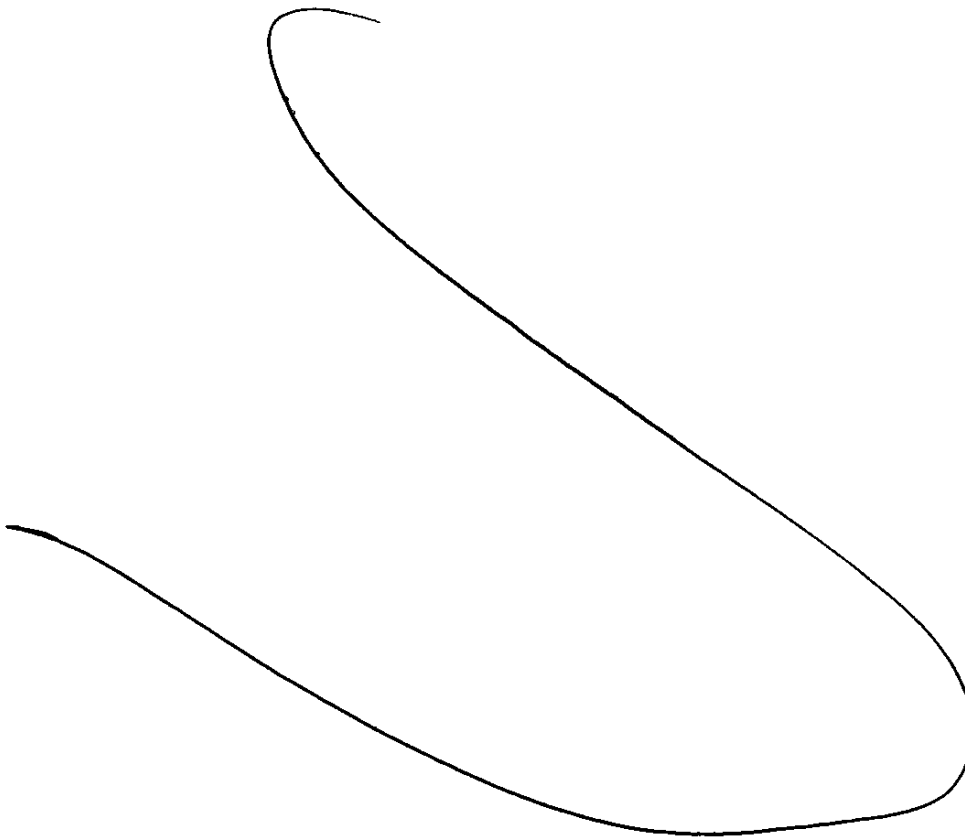
The value of this benefit reduction is estimated to be \$34,964


Determined as follows

Increased cost of contribution to me 11 years X \$77 X 12 = \$10,164

Plus the increased copay/ deductibles are \$2500-300 = \$2200 X 11 = \$24,200

11 ~~years~~ = 54 - 65 years.




7/11 

BMP, EMP, PPO and HMO At-A-Glance

	BMP (1)	EMP (1)	PPO		HMO
			In- Network (1)	Out-Of- Network (2)	
Monthly contributions	None	Yes	Varies	Varies	Varies
Annual deductible:				<u>\$300</u>	
Individual	\$900	\$450		\$600	None
Family	\$1,800	\$900		(Combined in and out of Network)	None
Copayment. (3)					
Plan pays	75%	80%	90%	70% PPO Fee	Varies
You pay	25%	20%	10%	The balance	Varies
Out-of-pocket maximum: (3)					
Individual	\$2,500	\$1,500	\$1,300	Not applied to maximum	None
Family	\$5,000	\$3,000	\$2,600		None

- (1) Annual deductibles, copayments, and out-of-pocket maximums are calculated on the basis of "Reasonable and Customary" (R&C) charges as determined by the carrier. For PPOs, and for BMP and EMP in the case of those carriers with "participating" or approved provider arrangements, it is the amount the participating/approved provider has agreed to accept for covered services.
- (2) Except in the case of a bona fide medical emergency, if you use a non-PPO provider without the proper preauthorization, the plan will pay 70% of the lesser of the charge or the PPO's fee schedule and you will pay the rest.
- (3) Deductibles, copayments, and out-of-pocket maximums apply only to covered hospital, surgical, and medical services. They do not include mental health/substance abuse coverage or prescription drug coverage. PPO out-of-network copayments will **not** be applied to PPO out-of-pocket maximums.

\$ 2500 = From 2010 GM Salary retirement
Annual deductible per individual
- \$ 300 = From above
\$ 2200

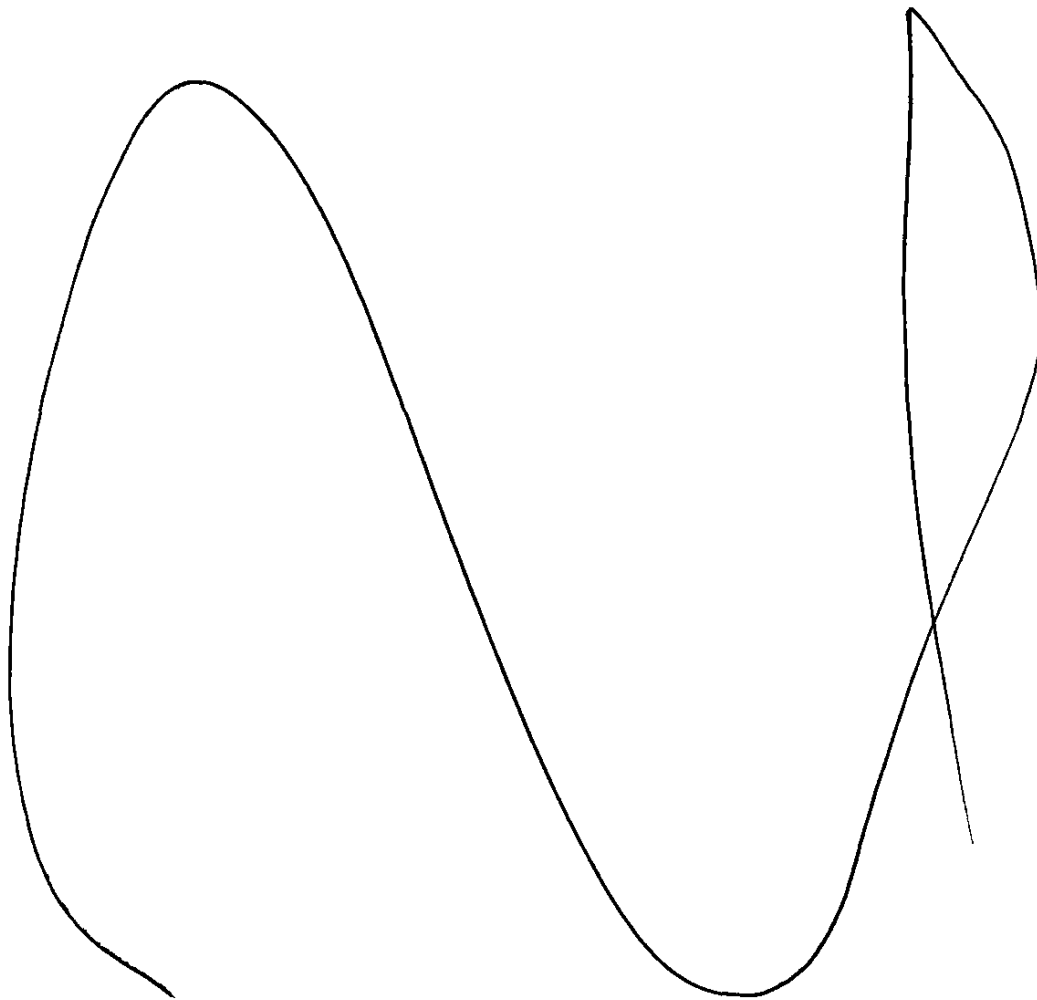


8/11

Due to the Federally induced bankruptcy of General Motors, my Dental coverage is being eliminated. This coverage was provided as a result of my 35 year employment and was a continuation of compensation, not just a benefit of being a retiree. Therefore, I upheld my contractual requirements by continuing my employment and subsequent retirement and contribution to this benefit, prior to the bankruptcy filing.

The value of this benefit at \$1700 per year with a life expectancy of 92 years would be valued at 38 years X \$1700=

\$64,600



9/11

What Is Not Covered

Services not covered under dental provisions include, but are not necessarily limited to, the following

- Charges for services covered under other health care coverages,
- Charges for
 - Treatment by someone other than a dentist,
 - Veneers or similar properties of crowns and pontics for certain teeth,
 - Services or supplies that are cosmetic in nature,
 - Prosthetic devices, crowns, inlays, and onlays and their fitting ordered while you were not covered,
 - Replacement of a lost, stolen or missing prosthetic device,
 - Failure to keep a scheduled visit with a dentist,
 - Replacement or repair of an orthodontic appliance,
- Services or supplies compensable under workers' compensation or employer's liability law,
- Services rendered through a facility provided or maintained by GM,
- Services or supplies that the enrollee is not legally obligated to pay or for which no charge would be made in the absence of dental coverage,
- Services or supplies that are not necessary, recommended, or approved by the attending dentist,
- Services or supplies that are experimental in nature,
- Any duplicate prosthetic device or appliance,
- Completion of any insurance forms,
- Sealants, oral hygiene and dietary instruction,
- A plaque control program,
- Dental implants and/or implantology, or
- Services or supplies related to periodontal splinting

A Closer Look at Your Dental Options

	Traditional Dental Plan		Alternative Dental Plan (ADP) where available
Monthly contributions	Yes		Yes
Deductible	None		None
Copayment:	Plan Pays*	You Pay*	Copayments, benefit maximums and covered services vary from plan to plan and may differ from the Traditional Dental Plan (Contact the ADPs available in your area for more information)
■ Preventive	100%	0%	
■ Minor restorative	90%	10%	
■ Major restorative	50%	50%	
■ Orthodontics	50%	50%	
■ TMJ dysfunction	50%	50%	
Annual maximum benefit	\$1,700 per covered person		
Lifetime orthodontic maximum benefit	\$2,000 per covered person under age 19		
Lifetime TMJ maximum benefit	\$2,000 per covered person		
Lifetime accidental dental injury maximum benefit	\$12,000 per covered person		

* Plan payments are based on reasonable and customary charge levels as determined by your carrier

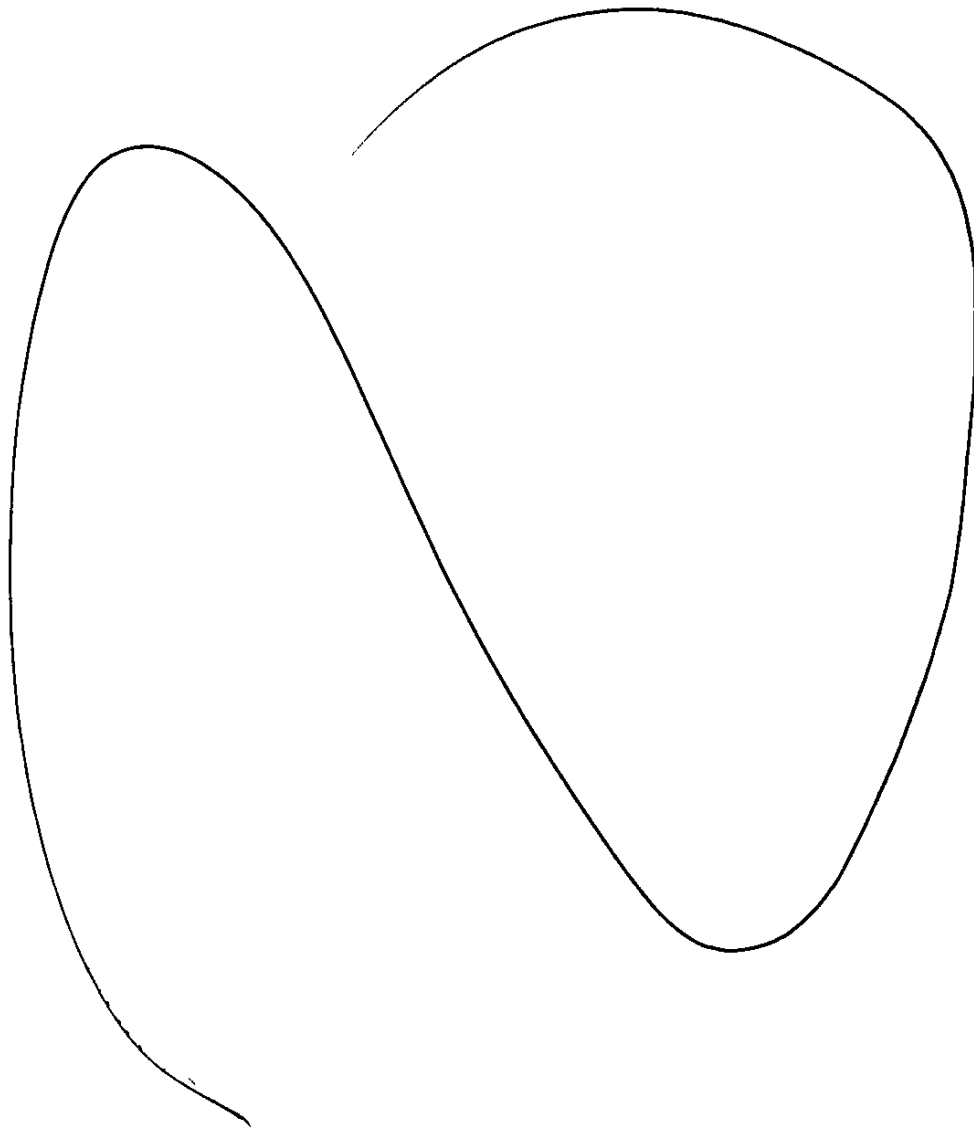
10/11



Due to the Federally induced bankruptcy of General Motors, my Vision coverage is being eliminated. This coverage was provided as a result of my 35 year employment and was a continuation of compensation, not just a benefit of being a retiree. Therefore, I upheld my contractual requirements by continuing my employment and subsequent retirement and contribution to this benefit, prior to the bankruptcy filing.

The value of this benefit at \$ 24 + \$37 + \$70 per 2 years with a life expectancy of 92 years would be valued at 19 years X \$ 131 =

\$ 2489



11/11

BENEFIT	FREQUENCY	NETWORK PROVIDER	OUT OF NETWORK	OUT OF AREA*
VISION EXAM Optometrist Ophthalmologist	Once each calendar year	Covered in full	Enrollee reimbursed \$37	Enrollee reimbursed based on R&C** minus \$7 copay
		Covered in full	Enrollee reimbursed based on R&C** minus \$7 copay	Enrollee reimbursed based on R&C** minus \$7 copay
FRAMES	Once every two consecutive calendar years	Covered in full if selected from designated display (all other frames covered to \$24 after 30% discount)	Enrollee reimbursed \$24	Enrollee reimbursed \$24 minus a \$10 copay, if applicable ***
LENSES	Once each calendar year	Covered lenses available at no cost (Additional lens options are not covered)	Enrollee reimbursed based on a fee schedule	Enrollee reimbursed based on R&C** minus \$10 copay
CONTACT LENSES	Once each calendar year in place of regular lenses	Enrollee pays difference between provider's charge and \$80	Enrollee reimbursed \$70	Enrollee reimbursed \$80 minus \$10 copay
CORRECTIVE EYE SURGERY	Once every four consecutive years	Enrollee reimbursed \$295 ****	Enrollee reimbursed \$295 ****	Enrollee reimbursed \$295 ****

* Out of Area occurs when there is no network provider within 25 miles of the enrollee's residence

** R&C stands for reasonable and customary charges

*** There is a combined annual copayment of \$10 for lenses and frames

**** An enrollee receiving benefits for corrective eye surgery will be ineligible for material benefits (frames, lenses and contact lenses) for three (3) subsequent years. A corrective eye surgery claim form is necessary for reimbursement

Harvey R Miller, Stephen Karotkin, Joseph H Smolinsky
212-310-8007

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re

MOTORS LIQUIDATION COMPANY, et al.,
f/k/a/ General Motors Corp., et al

Chapter 11 Case No.
09-50026

DEBTORS

(Jointly Administered)

**RESPONSE AND OBJECTION TO DEBTOR'S EIGHTY-THIRD OMNIBUS
OBJECTIONS TO CLAIMS**

NOW COMES CLAIMANT, LINDA K BELLAIRE, CLAIM NUMBER 62922, and
hereby Objects to the Eighty-Third Omnibus Objection to Claims for the
following reasons:

1. That the Debtor's Objection is based on the allegation that "the Debtors are not liable" to pay and satisfy your Claimant's claim.
2. That said allegation is incorrect.
3. That the subject claim is for continuation of an earned and accrued benefit, to wit: the continuing lifetime coverage and the future payment at the time of your Claimant's death of Continuing Life Insurance benefits in the amount of \$241,020.00 pursuant to the Debtor's Life and Disability Program.
4. That said benefits were earned by your Claimant based upon her thirty-five (35) years of employment with Debtor as an Engineering Group Manager at the time of her retirement in 2008.
5. That said earned and accrued benefit was acknowledged by Debtor in GM publication 3.GM-H-425G.104
6. That a copy of said publication is available for review at claimants address: 1210 Lake Shore Blvd, Lake Orion, MI 48362
7. That other members of my household filed similar claims using identical calculations and said claims were not singled out for denial. And therefore, given this fact, questions the reasoning for the decision to disallow all aspects of said claim by Linda K Bellaire.

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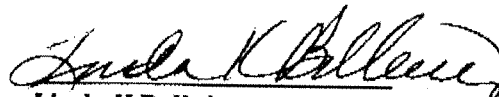
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PAGE 02

WHEREFORE, Claimant respectfully requests this Court Deny Debtor's Eighty-Third Omnibus Objections to Claims and allow Claimant's Claim as previously filed with the Court.

Respectfully submitted,



**Linda K Bellaire
Claimant, No. 62922**

August 30, 2010

ECC-GM-H-436A.100

Benefits and Compensation

Per GM publication 3.GM-H-425G.104

**Your Benefits in Retirement Summary Plan Description
A Handbook for Salaried Retirees in the United States**

"Any retirement benefits you may be eligible to receive as a retired GM employee or surviving spouse are based on the provisions of the GM Salaried Retirement Program in effect when you, or your deceased spouse, retired. However, the benefit amounts may have been increased from time to time, depending on the date you, or your deceased spouse, retired or died."

**"Disqualification, Ineligibility, Denial, Loss,
Forfeiture, Suspension, Offset, Reduction or
Recovery of Benefits**

The following circumstances may result in disqualification, ineligibility, denial, loss, offset, suspension, reduction or recovery of benefits. The circumstances include but are not limited to:

■ Insufficient credited service; Impartial Total & Permanent Disability Retirement Examinations; offsets due to Social Security, workers' compensation; failure to comply with program eligibility rules; gainful employment if receiving total and permanent disability related benefits; termination of the plan; tax levy; any benefit plan overpayments due to any reason."

Nowhere in the above does bankruptcy preclude denial or loss of these benefits in place at my retirement time.